REGULAR, 5/14/2018 1:30:00 PM

BE IT REMEMBERED that on May 14, 2018, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4 (ABSENT)

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY PORTER

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS May 14, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **14th** day of **May 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

11:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Consider and approve specifications for (RFP 18-015/YS), Auditing Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 86

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

2. Consider and approve specifications for (IFB 18-017/YS), Term Contract for Microfilm Supplies for Jefferson County.

SEE ATTACHMENTS ON PAGES 87 - 124

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

3. Consider and approve, execute, receive and file (JOC 18-018/DC) with SETEX Construction Corp. for the Al Price JJC Roof Repairs due to wind damage in the amount of $10,732.83. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 125 - 127

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

4. Consider and approve, execute, receive and file (JOC 18-021/DC) with SETEX Construction Corp. for the Repair of Ford Park Concession Stands-Amphitheater Due to Hurricane Harvey in the amount of $57,659.53. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 128 - 138

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget amendment - Beaumont Maintenance - additional cost for roof damage at former Al Price building.

120-6083-416-6014	BUILDINGS AND STRUCTURES	$10,733.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$10,733.00

SEE ATTACHMENTS ON PAGES 139 - 141

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

6. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for repairs and computer.

114-0409-431-6002	COMPUTER EQUIPMENT	$1,500.00	
114-0405-431-4018	ROAD MACHINERY	$20,000.00	
114-0402-431-3079	CRUSHED STONE		$21,500.00

SEE ATTACHMENTS ON PAGES 142 - 142

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

7. Consider and approve budget transfer - District Clerk - additional cost for postage.

120-2031-414-4052	POSTAGE	$6,000.00	
120-2031-414-1002	ASSISTANTS & CLERKS		$6,000.00

SEE ATTACHMENTS ON PAGES 143 - 143

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

8. Consider and approve budget transfer - Marine Division - replacement of computer.

865-3054-421-6002	COMPUTER EQUIPMENT	$1,400.00	

865-3054-421-3084	MINOR EQUIPMENT		$1,400.00

SEE ATTACHMENTS ON PAGES 144 - 146

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

9. Receive and file Ford Park - Operations Audited Financial Statements for the period ending September 30, 2017.

SEE ATTACHMENTS ON PAGES 147 - 155

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

10. Receive and file Ford Park - Operations SAS 114 Letter from Pattillo, Brown, & Hill LLP for the fiscal year ended September 30, 2017.

SEE ATTACHMENTS ON PAGES 156 - 159

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

11. Regular County Bills - check #446246 through checks #446499.

SEE ATTACHMENTS ON PAGES 160 - 168

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

12. Consider and possibly approve a Resolution to support the Proposal to Avoid the Removal of the Brooks Road Overpass on Interstate Highway-10.

    After citizens express their concerns it was decided to table the agenda item. Discussion points were; safety , emegency response time, earlier bus hours for school children, limited accessiblility to the community and limited outlets during emergency situations.Goodyear needs a better solution to 18-wheelers on side of road waiting for sccess to the plant. Plan is for citizens to voice opinion to TXDOT.
    Moved by Arnold and seconded by Sinegal to table.

    SEE ATTACHMENTS ON PAGES 169 - 170

    Action: TABLED

13. Consider, possibly approve and authorize the County Judge to execute an Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers. (This will serve to merge all pre-existing agreements.)

    SEE ATTACHMENTS ON PAGES 171 - 187

    Motion by: Commissioner Arnold
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
    Action: APPROVED

COUNTY TREASURER:

14. Receive and File Investment Schedule for April, 2018, including the year to date total earnings on County funds.

    SEE ATTACHMENTS ON PAGES 188 - 190

    Motion by: Commissioner Weaver
    Second by: Commissioner Sinegal
    In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
    Action: APPROVED

15. Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County.

SEE ATTACHMENTS ON PAGES 191 - 191

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

ENGINEERING:

16. Execute, receive and file Pipeline Permit 04-P-18 to Coastal Caverns, Inc. for the installation of a 12-inch Ethylene pipeline and a 2-inch fiber optic line across Hillebrandt Road, Hebert Road, and Knauth Road. This project is located in Precincts 2 and 3.

SEE ATTACHMENTS ON PAGES 192 - 220

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

17. Consider and possibly approve an Amended Final Plat of Gary Place, Lot 1 and 2 and Tract A, located off of F.M. Highway 365 in Precinct 4. This plat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 221 - 222

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal
Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

***DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

May 14, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-015/YS, Auditing Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on Tuesday**,** May 22, 2018 at 2:00 pm CDT in the Commissioners' Courtroom, 1149 Pearl Street, 4th Floor, Beaumont TX, 77705**.**

PROPOSAL NAME:	**RFP 18-015/YS**
PROPOSAL NO:	**Auditing Services for Jefferson County**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 26, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer**,** Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 16, 2018 & May 25, 2018

Table of Contents

Table of Contents 1

Proposal Submittal Checklist 4

1. Introduction to Offerors 5

1.1 Vendor Instructions 5
1.2 Governing Law 5
1.3 Ambiguity, Conflict, or Other Errors in RFP 5
1.4 Notification of Most Current Address 5
1.5 Proposal Preparation Cost 5
1.6 Signature of Proposal 6
1.7 Economy of Presentation 6
1.8 Proposal Obligation 6
1.9 Incorporation by Reference and Precedence 6
1.10 Governing Forms 6
1.11 Implied Requirements 6
1.12 Compliance with RFP Specifications 7
1.13 Vendor Registration: SAM (System for Award Management) 7
1.14 Awarded Vendors: Submission of FORM 1295 7
1.15 Emergency/Declared Disaster Requirements 7
1.16 FEMA Mandated Contract Clauses 8
1.17 Evaluation 13
1.18 Withdrawal of Proposal 13
1.19 Minority-Women Business Enterprise Participation 13
1.20 Award 13
1.21 Ownership of Proposal 13
1.22 Disqualification of Offeror 14
1.23 Contractual Development 14
1.24 Assignment 14
1.25 Contract Obligation 14
1.26 Termination 14
1.27 Inspections 14
1.28 Testing 14
1.29 Loss, Damage, or Claim 15
1.30 Taxes 15
1.31 Non-Discrimination 15
1.32 Conflict of Interest 15

Table of Contents (Continued)

1.33 Waiver of Subrogation 15
1.34 Acknowledgment of Insurance Requirements 15
1.35 Insurance Requirements 16
1.36 Workers Compensation Insurance 16
1.37 Pre-Proposal Conference 19
1.38 Delivery of Proposals 19
1.39 Proposal Submission During Time of Inclement Weather, Disaster, or Emergency 20
1.40 Questions 20
1.41 Tentative Schedule of Events 20

2. Response Format 21
2.1 Introduction 21
2.2 Organization of Proposal Contents 21
2.3 Transmittal Letter 21
2.4 Executive Summary 22
2.5 Table of Contents 22
2.6 Offeror Identifying Information 22
2.7 Conflict of Interest 22
2.8 Confidential/Proprietary Information 22

3. Proposal Submittal 24

4. Scope of Services 25

5. Project Requirements 26
5.1 Objective 26
5.2 Offeror Experience 26
5.3 Offeror Personnel and Organization 26

Table of Contents (Continued)

6. Nature of Services Required 19

6.1 General 19
6.2 Scope of Work 19
6.3 Auditing Standards 19
6.4 Reports 19
6.5 Special Considerations 20
6.6 Working Paper Retention and Access to Working Papers 20

7. Description of the Government 22

7.1 Contact 22
7.2 Background Information 22
7.3 Fund Structure 22
7.4 Budgetary Basis of Accounting 22
7.5 Federal and State Financial Assistance 22
7.6 Pension Plans 23
7.7 Component Units 23
7.8 Magnitude of Financial Operations 23
7.9 Computer Systems 23
7.10 Internal Audit Function 24
7.11 Availability of Prior Audit Reports and Working Papers 24

8. Important Dates 25

8.1 RFP and Proposal Dates 25
8.2 Estimated Notification and Contract Dates 25
8.3 Date Audit May Commence 25
8.4 Schedule for the 2014 Fiscal Year Audit 25

9. Reports 26

9.1 Entrance Conferences, Progress Reporting, and Exit Conferences 26
9.2 Final Report 26

10. Assistance to be Provided and Report Presentation 27

10.1 County Auditor's Office and Clerical Assistance 27
10.2 Statements and Schedules to be Prepared by Jefferson County 27
10.3 Work Area, Telephones, Photocopying, and Fax Machines 27
10.4 Report Preparation 27

11. Proposal Requirements 28

11.1 General Requirements 28
11.2 Technical Proposal 29
11.3 Sealed Dollar Cost Bid 31

12. Evaluation Procedures 33

12.1 Audit Committee 33
12.2 Review of Proposals 33
12.2 Evaluation Criteria 33
12.4 Oral Presentation 34
12.5 Final Selection 34
12.6 Right to Reject Proposals 34

Non-Disclosure Agreement.....35
Vendor References..... 36
Signature Page.....37
Conflict of Interest Questionnaire.....38
Good Faith Effort Determination Checklist.....39
Notice of Intent.....41
HUB Subcontracting Participation Declaration Form.....42
Residence Certification/Tax Form.....46
Bid Affidavit.....47

Page

Exhibits

A. Scope of Services 48
B. Proposer Warranties.....49
C. Facilities, Equipment, and Other Materials, and Obligations of County.....50
D. Format for Schedule for Professional Fees and Expenses to Support the Total, All-Inclusive, Maximum Price 51

Attachment 1

Single Audit Report

Attachment 2

Jefferson County Organizational Chart

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

☒ An acknowledgment and/or response to each section of the proposal.

☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☒ Identification of three (3) entities for which the Offeror is providing or has provided Auditing Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety;
and five (5) numbered proposal *hard copies* to include at a minimum
all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Auditing Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information,** or **other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the

said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.
The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security’s seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security’s agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

1.17 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.19 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.20 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.23 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.26 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.30 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.31 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.33 Waiver of Subrogation

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 Workers' Compensation Insurance

1.36.1 Definitions:

1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification

codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.37 Pre-Proposal Conference

There will be a pre-proposal conference on Tuesday, May 22, 2018, at 2:00 PM CDT, at Commissioners' Courtroom, 1149 Pearl Street, 4th Floor, Beaumont TX, 77705.

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, June 26, 2018, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Offerors are strongly urged to plan accordingly.

County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.39 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.40 Questions

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

May 14, 2018	Issuance of Request for Proposal
May 22, 2018	Pre Proposal Conference
June 26, 2018	Deadline Submission (late proposals will not be considered)
June 28, 2018	Proposals distributed to Evaluation Committee
July 2, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
July 9, 2018	Conduct Interview/Best and Final Offer/Short List
July 16, 2018	Recommendation for Award

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

a. Transmittal Letter

b . Executive Summary

c. Table of Contents

d. Offeror Identifying Information

e. Offeror Personnel and Organization

f. Project Requirements

g. Cost Proposal (Appendix A of RFP)

h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;

e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;

f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and

h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its

suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

2.8 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS PROPOSAL.

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, June 26, 2018, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.

- An acknowledgment and/or response to each section of the proposal.

- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

- Identification of three (3) entities for which the Offeror is providing or has provided Auditing Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

  Jefferson County Purchasing Department
  1149 Pearl Street, 1st Floor
  Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 General Information

4.1.1. Jefferson County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2018, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements*, *Cost Principles, and Audit Requirements for Federal Awards* "Uniform Guidance"; and the State of Texas *Uniform Grant Management Standards* ("UGMS").

4.1.2 There is no expressed or implied obligation for Jefferson County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

4.1.3 A pre-proposal conference for all interested firms will be held at 2:00 pm CDT on May 22, 2018 at 1149 Pearl Street, Fourth Floor, Commissioners' Courtroom, Beaumont, Texas to answer questions about the engagement.

4.1.4 Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.

4.1.5 During the evaluation process, the Audit Committee and Jefferson County reserve the right, where it may serve Jefferson County's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of Jefferson County or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

4.1.6 Jefferson County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the firm selected.

4.2 Terms of Contract

A three (3) year contract is contemplated, subject to the annual review and recommendations of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both Jefferson County and the selected firm), the concurrence of Commissioners' Court, and the annual availability of an appropriation.

4.3 Subcontracting

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit engagement, no additional subcontracting will be allowed without the express prior written consent of Jefferson County.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

6. Nature of Services Required

6.1 General

Jefferson County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2018, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with the provisions contained in this RFP.

6.2 Scope of Work

6.2.1 Jefferson County desires the Contractor* to express an opinion of the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

6.2.2 Jefferson County also desires the Contractor to provide an "in-relation-to" opinion on the combined and individual fund financial statements based on the auditing procedures applied during the audit of the general purpose financial statements. The Contractor is not required to audit the statistical section of the report.

6.2.3 The Contractor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

6.2.4 The Contractor is not required to audit the Schedule of Expenditures of Federal Awards. However, the Contractor is to provide an "in-relation-to" report on that schedule, based on the auditing procedures applied during the audit of the financial statements.

6.3 Auditing Standards

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts, the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards* ("Uniform Guidance"); and the *State of Texas Uniform Grant Management Standards ("UGMS").*

6.4 Reports

6.4.1 Following completion of the audit of the fiscal year's financial statement, the Contractor shall issue the following:

- A report on the fair presentation of the general purpose financial statements in conformity with generally accepted accounting principles.
- A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
- A report on compliance requirements applicable to each major program and internal controls over compliance in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and the State of Texas *Uniform Grant Management Standards* ("UGMS").
- An "in-relation-to" report on the schedule of expenditures of federal awards.

6.4.2 In the required report(s) on internal controls, the Contractor shall communicate any reportable conditions found during the audit to the Jefferson County Audit Committee, which shall convene at periodic intervals during the audit. A reportable condition shall be defined as a

* "Contractor" refers to the Offeror whose proposal is selected for award.

significant deficiency in the design or operation of the internal control structures that could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

6.4.3 Reportable conditions that are also material weaknesses shall be identified as such in the report.

6.4.4 Non-reportable conditions discovered by the Contractor shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.

6.4.5 The reports on compliance shall include **all** instances of noncompliance.

6.4.6 The Contractor shall be required to make an immediate, **written** report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Audit Committee.

6.4.7 The Contractor shall assure itself that the Audit Committee is informed of each of the following:

- The Contractor's responsibility under generally accepted auditing standards,
- Significant accounting policies,
- Management judgments and accounting estimates,
- Significant audit adjustments,
- Other information in documents containing audited financial statements,
- Disagreements with management,
- Management consultation with other accountants,
- Major issues discussed with management prior to retention, and
- Difficulties encountered in performing the audit.

6.5 Special Considerations

6.5.1 Jefferson County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Contractor will be required to provide special assistance to Jefferson County to meet the requirements of that program.

6.5.2 Jefferson County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities containing the general purpose financial statements and the auditor's report thereon. The Contractor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

6.5.3 The schedule of expenditures of federal awards and related auditor's report, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.

6.6 Working Paper Retention and Access to Working Papers

6.6.1 All working papers and reports must be retained, at the Contractor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Jefferson County of the need to extend the retention period. The Contractor will be required to make working papers available upon request to the following parties or their designees:

- Jefferson County,
- United States Department of Homeland Security/Federal Emergency Management Agency,
- U.S. General Accounting Office (GAO),

- Parties designated by the federal or state government or Jefferson County as part of an audit quality review process,
- Auditors of entities of which Jefferson County is a sub recipient of grant funds.

6.6.2 In addition, the Contractor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

7. Description of the Government

7.1 Contact

The Contractor's principal contact with Jefferson County will be Patrick Swain, County Auditor (409-835-8500) or a designated representative, who will coordinate the assistance to be provided by Jefferson County to the Contractor.

An organizational chart is provided at Attachment 2.

7.2 Background Information

7.2.1 Jefferson County serves an area of 904 square miles, with a population of 254,679. Jefferson County's fiscal year begins on October 1 and ends on September 30.

7.2.2 Jefferson County provides services to the citizens, including, but not limited to, the maintenance and construction of roads and bridges, judicial and law enforcement services, and health and welfare services.

7.2.3 Jefferson County has a total payroll of approximately $67,246,965.00, covering 1,154 employees.

7.2.4 Jefferson County is organized into approximately 100 departments and agencies. The accounting and financial reporting functions are centralized.

7.2.5 More detailed information can be found in the Annual Financial Statements and Annual Budget, which are available for interested parties at the County Auditor's Office, 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500, or at the Jefferson County website (www.co.jefferson.tx.us, select the link for the Auditor's Office).

7.3 Fund Structure

Jefferson County uses the following fund types and accounting groups in its financial reporting:

Fund Type/Account Group	Number of Individual Funds
General Fund	1
Special revenue funds	55
Debt service funds	2
Capital projects funds	6
Enterprise funds	2
Internal service funds	3
Expendable trust funds	-
Nonexpendable trust funds	-
Pension trust funds	-
Agency funds	11

7.4 Budgetary Basis of Accounting

Jefferson County prepares its budgets on a basis consistent with generally accepted accounting principles.

7.5 Federal and State Financial Assistance

During the prior fiscal year, Jefferson County's total expenditures of federal awards was $6,429,003.00. The County's total expenditures of state awards was $806,880.00.

7.6 Pension Plans

Jefferson County participates in the following pensions plans:

- Texas County and District Retirement System
- Employee IRC Section 457 Plan/Deferred Compensation Fund

7.7 Component Units

7.7.1 As required by generally accepted accounting principles, the financial statements of the reporting entity includes those of Jefferson County (the primary government).

7.7.2 The following are excluded from the reporting entity:

- Jefferson County Navigation District, Drainage District #3, Drainage District #6, and Drainage District #7. These potential component units have separate governing boards and provide services to the residents of Jefferson County. They have been excluded from the reporting entity because Jefferson County does not have the ability to exercise influence over their daily operations, approve budgets, or provide funding. In addition, the Drainage Districts were created under the provisions of Chapter 7 of Title 128, Article 16, Section 59a, of the State Constitution, Vernon's Annotated Statutes, thus establishing them as political subdivisions of the state.
- The Foreign Trade Zone, which was established by the voters of Jefferson County. The board is jointly appointed by the boards of the three area ports and Commissioners' Court. The County does not have the ability to influence the daily operations, select management, or hold title to any or the Foreign Trade Zone's assets. Funding is provided equally by the three area ports and the County.
- Jefferson County Health Facilities Development Corporation, Jefferson County Housing Finance Corporation, and Jefferson County Industrial Development Corporation. These nonprofit independent corporations have a board appointed by the County Commissioners. The County does not have the ability to significantly influence the operation of, provide funding to, or have any obligation to pay off the bonds issued by these corporations.
- Pleasure Island Park Board
- Local Emergency Planning Committee (LEPC)

7.8 Magnitude of Financial Operations

The County Auditor's Department is headed by Patrick Swain, County Auditor, and consists of 15 employees.

7.9 Computer Systems

7.9.1 Hardware

Type of Equipment	Number
IBM	AS400

7.9.2 Software

Make	Vendor	Major Applications
Sunguard Public Sector		Government Management & Budgetary Accounting – General Ledger, Accounts Payable, Budgeting, Project/ Grant Accounting, Investment Tracking, Payroll, Cash Receipts

7.10 Internal Audit Function

Jefferson County maintains an internal audit function, which reports to Patrick Swain, County Auditor.

7.11 Availability of Prior Audit Reports and Working Papers

Interested Offerors who wish to review prior years' audit reports and management letters should contact Patrick Swain, County Auditor, at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500 or at the Jefferson County website (www.co.jefferson.tx.us, select the link for the Auditor's Office). Jefferson County will use its best efforts to make prior audit reports and supporting working papers available to Offerors to aid their response to this RFP.

8. Important Dates

8.1 RFP and Proposal Dates

Request for proposal issued	May 14, 2018
Pre-proposal conference	May 22, 2018, 2:00 pm
Due date/time for proposals	June 26, 2018 11:00 am

8.2 Estimated Notification and Contract Dates

Selected firm notified	July 16, 2018
Contract date	July 23, 2018

8.3 Date Audit May Commence

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2019. Interim work may be performed during August and September of each audit year.

8.4 Schedule for the 2018 Fiscal Year Audit*

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2019. Interim work may be performed during August and September of each audit year.

Each of the following should be completed by the Contractor no later than the dates indicated:

- The auditor shall complete all field work by February 28, 2019.
- The auditor shall have drafts of the audit report(s) and recommendations to management (including the final review of the financial statements) available for review by the Audit Committee and the County Auditor by March 15, 2019.

* A similar time schedule will be developed for audits of future fiscal years if Jefferson County exercises its option for additional audits.

9. Reports

9.1 Entrance Conferences, Progress Reporting, and Exit Conferences*

At a minimum, the following conferences should be held by the dates indicated:

Conference	Purpose	Week of
Entrance conference with Patrick Swain, County Auditor	To establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor related to the beginning of field work	Aug 3, 2018
Exit conference with Patrick Swain, County Auditor, and Audit Committee	To summarize the results of field work and to review significant findings	March 15, 2019
Progress Report	As needed	As requested

9.2 Final Report

9.2.1 The County Auditor shall prepare draft financial statements, notes, and all required supplementary schedules by February 28, 2019. The auditor shall provide all recommendations, revisions, and suggestions for improvement to the County Auditor by March 15, 2019.

9.2.2 The County Auditor and the Audit Committee will complete their review of the draft report as expeditiously as possible. It is not expected that their process shall exceed one week. During that period, the Contractor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to Jefferson County Commissioners' Court.

9.2.3 The final audit report shall be delivered to Jefferson County Commissioners' Court, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701 by March 25, 2019.

10. Assistance to be Provided and Report Presentation

10.1 County Auditor's Office and Clerical Assistance

The County Auditor's staff and responsible management personnel will be available during the audit to assist the Contractor by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Contractor.

10.2 Statements and Schedules to be Prepared by Jefferson County

The staff of Jefferson County will assist with the preparation of various schedules. A list shall be developed and presented to the County Auditor prior to the beginning of field work.

10.3 Work Area, Telephones, Photocopying, and Fax Machines

Jefferson County will provide the Contractor with reasonable work space, desks, and chairs. The Contractor will also be provided with access to a telephone line, photocopying facilities, fax machines, and inquiry-only on the AS400.

10.4 Report Preparation

Report preparation, editing, and printing shall be the responsibility of Jefferson County.

11. Proposal Requirements

11.1 General Requirements

11.1.1 Pre-proposal Conference and On-site Inspections

A conference for firms interested in submitting proposals will be held at 2:00 pm, May 22, 2018, in the Commissioners' Courtroom, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701. Both verbal and written questions will be accepted during this conference.

11.1.2 Inquiries

Inquiries concerning the RFP must be made to the Yea-Mei Sauer, Contract Specialist, Jefferson County Purchasing Department, ysauer@co.jefferson.tx.us.

11.1.3 Submission of Proposals

The following material must be received by June 26, 2018 (bid due date) in order for an Offeror to be considered:

11.1.3.1 An original of the Technical Proposal and five (5) copies, including the following:

- Title page: showing the RFP Number and Title, the Offeror's name (including name, address and telephone number of point of contact), and the date of the proposal.
- Table of Contents.
- A signed transmittal letter briefing stating the Offeror's under-standing of the work to be done, the commitment to perform the work within the time period given, a statement of why the firm believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
- A detailed proposal following the order set for in Section 11.2 of this RFP.
- Executed copies of the **Proposer Warranties**, attached to this report at Exhibit B.

11.1.3.2 The Offeror shall submit and original and five (5) copies of a dollar cost bid in a separate, sealed envelope marked as follows:

Sealed Dollar Cost Request for Proposal
(RFP 18-015/YS), Auditing Services for Jefferson County
June 26, 2018

11.2 Technical Proposal

11.2.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of Offerors seeking to undertake an independent audit of Jefferson County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this contract. It shall also specify an audit approach that meets the RFP requirements.

There shall be no dollar units or total costs included in the technical proposal document.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information, which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the

Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 11.2.2 through 11.2.9, must be included. They represent the criteria against which the proposal will be evaluated.

11.2.2 Independence

The Offeror shall provide an affirmative statement that it is independent of Jefferson County as defined by generally accepted auditing standards and *Government Auditing Standards*.

The Offeror shall also provide an affirmative statement that it is independent of all component units of Jefferson County as defined by those same standards/

The Offeror shall also list and describe the firm's (or proposed subcontractors') professional relationships involving Jefferson County for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

11.2.3 License to Practice in Texas

An affirmative statement shall be included that the Offeror and all assigned key professional staff are properly licensed to practice in Texas.

11.2.4 Firm Qualifications and Experience

The Offeror shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on the contract is to be performed, the number and nature of the professional staff to be employed on this contract on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the Offeror is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified. The firm that is to serve as the principal auditor shall be noted, if applicable.

The Offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific **government** engagements.

The Offeror shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the Offeror during the past three (3) years with state regulatory bodies or professional organizations.

11.2.5 Partner, Supervisory, and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including contract partners, managers, other supervisors, and specialists who would be assigned to the contract. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this contract. Indicate how the quality of staff over the term of the contract will be assured.

Contract partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Jefferson County. However, in either case, Jefferson County retains the right to approve or reject replacements.

Consultants and specialists mentioned in response to this RFP can only be changed with the express prior written permission of Jefferson County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Offeror, provided the replacements have substantially the same or better qualifications or experience.

11.2.6 Prior Contracts with Jefferson County

List separately all contracts within the last five (5) years, ranked on the basis of total staff hours, for Jefferson County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, contract partners, total hours, the location of the firm's office from which the contract was performed, and the name and telephone number of the principal client contact.

11.2.7 Similar Contracts with Other Government Entities

For the Offeror's office that will be assigned responsibility for the audit, list the most significant contracts (maximum – five (5)) performed in the last five (5) years that are similar to the contract described in this RFP. These contracts shall be ranked on the basis of total staff hours. Indicate the scope of work, date, contract partners, total hours, and the name and telephone number of the principal client contact.

11.2.8 Specific Audit Approach

Offerors will be required to provide the following information on their audit approach:

- Level of staff and number of hours to be assigned to each proposed segment of the contract.

  No dollar amounts shall be included in the technical proposal.

- Sample size and the extent to which statistical sampling is to be used in the contract.
- Extent of use of EDP software in the contract.
- Type and extent of analytical procedures to be used in the contract.
- Approach to be taken to gain and document an understanding of Jefferson County's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.

11.2.9 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the Offeror's approach to resolving these problems, and any special assistance that will be requested from Jefferson County.

No dollar amounts shall be included in the technical proposal.

11.3 Sealed Dollar Cost Bid

11.3.1 Total, All-Inclusive, Maximum Price

11.3.1.1 The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this RFP. The total, all-inclusive, maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

11.3.1.2 Jefferson County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the seal dollar cost bid. Such costs shall not be included in the proposal.

11.3.1.3 The first page of the sealed dollar cost bid shall include the following information:

- Name of firm.
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with Jefferson County.
- A total, all-inclusive, maximum price for the 2018 engagement.

11.3.2 Rates by Partner, Specialist, Supervisory, and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid shall include a schedule of professional fees and expenses, presented in the format provided in Exhibit D, which supports the total, all-inclusive, maximum price.

11.3.3 Out-of-Pocket Expenses Included in the Total, All-Inclusive, Maximum Price and Reimbursement Rates

11.3.3.1 Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by Jefferson County for its employees. All estimated out-of-pocket expenses to be reimbursed shall be presented on the second page of the sealed dollar cost bid in the format provided in Exhibit D. All expense reimbursements will be charged against the total, all-inclusive, maximum price submitted by the Offeror.

11.3.3.2 In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing Jefferson County rates for its employees.

11.3.4 Rates for Additional Professional Services

If it shall become necessary for Jefferson County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Jefferson County and the Contractor. Any such additional work agreed to between Jefferson County and the Contractor shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

11.3.5 Manner of Payment

Progress payments shall be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the Contractor's dollar cost bid proposal. Interim billing shall cover a period of not less than one (1) calendar month.

12. Evaluation Procedures

12.1 Audit Committee

Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.

12.2 Review of Proposals

12.2.1 The Audit Committee will use a point formula during the review process to score proposals. The full Audit Committee will score each technical proposal by each of the criteria described in Sections 12.3.2 through 12.3.4 below. Offerors with an unacceptably low score will be eliminated from further consideration.

12.2.2 After the technical score for each Offeror has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Offeror offering the lowest total, all-inclusive, maximum price. Appropriate fractional scores will be assigned to other Offerors.

12.2.3 Jefferson County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

12.3 Evaluation Criteria

12.3.1 Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. Section 11.3.2 through 11.3.4 represent the principal selection criteria to be considered during the evaluation process.

12.3.2 Mandatory Elements (Maximum Points: 10)

- The Offeror is independent and licensed to practice in Texas.
- The Offeror has no conflict of interest with regard to any other work performed by the Offeror for Jefferson County.
- The Offeror adhered to the instructions in this RFP on preparing and submitting the proposal.
- The Offeror submitted a copy of its last external quality control review report, which shows that the firm has a record of quality audit work.

12.3.3 Technical Qualifications (Maximum Points: 70)

- Expertise and Experience
  - The Offeror's past experience and performance on comparable government contracts.
  - The quality of the Offeror's professional personnel to be assigned to the contract and the quality of the Offeror's management support personnel to be available for technical consultation.
- Audit Approach
  - Adequacy of proposed staffing plan for various segments of the engagement.
  - Adequacy of sampling techniques.
  - Adequacy of analytical procedures.

12.3.3 Price (Maximum Points: 20)

Cost will not be the primary factor in the selection of an audit firm.

12.4 Oral Presentation

During the evaluation process, the Audit Committee may, at its discretion, request any one or all Offerors to make oral presentations. Such presentations will provide Offerors with an opportunity to answer any questions the Audit Committee may have on a Offeror's proposal. Not all Offerors may be asked to make such oral presentations.

12.5 Final Selection

11.4.1 Jefferson County Commissioners' Court will select a Contractor based upon the recommendation of the Audit Committee.

11.4.2 It is anticipated that a Contractor will be selected by July 16, 2018. Following notification of the firm selected, it is expected that a contract will be executed between both parties by July 23, 2018.

12.5 Right to Reject Proposals

11.5.1 Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the Contractor selected.

11.5.2 Jefferson County Commissioners' Court reserves the right without prejudice to reject any or all proposals.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Offeror Must Complete and Return This Page With Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of_____, 2018.

_____
Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

EXHIBIT A

SCOPE OF SERVICES

(Provide Scope of Services)

EXHIBIT B

PROPOSER WARRANTIES

1. Proposer warrants that it is willing and able to comply with State of Texas laws.

2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Jefferson County.

4. Proposer warrants that all information provided by it in connection with this proposal is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

(Specify all equipment and facilities to be provided or made available by County, and other County obligations.)

EXHIBIT D

FORMAT FOR SCHEDULE FOR PROFESSIONAL FEES AND EXPENSES

TO SUPPORT THE TOTAL, ALL-INCLUSIVE, MAXIMUM PRICE

Schedule of Professional Fees and Expenses for the Audit of the FY 2018 Financial Statements

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	$	$	$	$
Managers	$	$	$	$
Supervisory Staff	$	$	$	$
Staff	$	$	$	$
Other (specify)	$	$	$	$
Subtotal				$
Total for services described in Section 6 of the RFP (detail on subsequent pages)				$
Out-of-pocket expenses				$
Meals and lodging				$
Transportation				$
Other (specify)				$
Total, all-inclusive, maximum price for FY 2018 Audit				**$**

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

For Fiscal Year
September 30, 2017

PB&H

PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

For Fiscal Year
September 30, 2017

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JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

TABLE OF CONTENTS

SEPTEMBER 30, 2017

	Page Number
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	1 – 2
Independent Auditors' Report on Compliance for Each Major Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance and the State of Texas Uniform Grant Management Standards	3 – 5
Schedule of Expenditures of Federal and State Awards	6 – 8
Notes to Schedule of Expenditures of Federal and State Awards	9
Schedule of Findings and Questioned Costs	10
Summary Schedule to Prior Audit Findings	11

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 16, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.4901
www.pbhcpa.com

HOUSTON, TX
281.671.6850

RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
254.791.3460

ALBUQUERQUE, NM
505.266.5904

AICPA
Governmental Audit Quality Center

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Patillo, Brown & Hill, L.L.P.

Waco, Texas
March 16, 2018



PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE AND THE STATE OF TEXAS UNIFORM GRANT MANAGEMENT STANDARDS

The Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Report on Compliance for Each Major Federal Program

We have audited Jefferson County, Texas' compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* and the State of Texas *Uniform Grants Management Standards* that could have a direct and material effect on each of Jefferson County, Texas' major federal and state programs for the year ended September 30, 2017. Jefferson County, Texas' major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Jefferson County, Texas' major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and the State of Texas *Uniform Grant Management Standards* ("UGMS"). Those standards, the Uniform Guidance, and UGMS require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.4901
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505.266.5904

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We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of Jefferson County, Texas' compliance.

Opinion on Each Major Federal and State Program

In our opinion, Jefferson County, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2017.

Report on Internal Control over Compliance

Management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal and State Awards Required by OMB Compliance Supplement and the State of Texas Uniform Grant Management Standards

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2017, and have issued our report thereon dated March 16, 2018 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements as a whole. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by OMB Compliance Supplement and UGMS and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and UGMS. Accordingly, this report is not suitable for any other purpose.

Patillo, Brown & Hill, L.L.P.

Waco, Texas
March 16, 2018

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
FEDERAL PROGRAMS				
U. S. Department of Agriculture				
Passed through the Texas Department of Agriculture				
Summer Food Service Program	10.559	123-1007	$ 8,850	$ -
Total Passed through the Texas Department of Agriculture			8,850	-
Total U. S. Department of Agriculture			8,850	-
U. S. Department of Housing and Urban Development				
Passed through the Texas General Land Office				
Community Development Block Grant/States Program - Ike Round 2.2	14.228	DRS-220219	962,135	-
Total Passed through the Texas General Land Office			962,135	-
Passed through the Texas Department of Agriculture				
Cheek Step Sewer Improvement, Phase #5	14.228	TDCP-7216231	25,983	-
Total Passed through the Texas Department of Agriculture			25,983	-
Total U. S. Department of Housing and Urban Development			988,118	-
U.S. Department of the Interior				
Passed through the U.S. Fish and Wildlife Service				
Coastal Impact Assistance	15.668	F16AF00129	2,292,588	-
Total Passed through the U.S. Fish and Wildlife Service			2,292,588	-
U. S. Department of Justice				
Passed through the City of Beaumont				
Edward Byrne Memorial Formula Grant Program	16.579	2015DJBX1005	1,098	-
Edward Byrne Memorial Formula Grant Program	16.579	2016DJBX0729	18,312	-
Total Passed through the City of Beaumont			19,410	-
Passed through the Office of the Governor, Criminal Justice Division				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-07	93,203	-
Violence Against Women Formula Grants	16.588	13466-19	72,896	-
Violence Against Women Formula Grants	16.588	13466-20	9,313	-
Total Passed through the Office of the Governor, Criminal Justice Division			175,412	-
Direct Program				
State Criminal Alien Assistance Program (SCAAP)	16.606	2016APBX0262	4,368	-
Total Program 16.606			4,368	-
Total U. S. Department of Justice			199,190	-
U. S. Department of Transportation				
Construction of Taxiway D Reconstruction, Runway Safety Area Grading, RW 16/34 Rehabilitation, Design of Partial Reconstruction for RW 12/30, Taxiway E & F and and DBE/ACDBE Program Update	20.106	3-48-0018-030-2014	84,542	-
Reconstruct 1,000 feet of pavement from the 30 end of Runway 12-30	20.106	3-48-0018-031-2015	153,805	-
Design and Construction of Rehabilitation of Taxiway Delta (Phase III), Design Taxiway Delta (Phase IV), and Replacement of Rotating Beacon	20.106	3-48-0018-032-2016	2,040,757	-
Rehabilitate Taxiway Delta (Phase IV)	20.106	3-48-0018-033-2017	44,903	-
Total Passed through Federal Aviation Administration			2,324,007	-

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
U. S. Department of Transportation				
Passed through Texas Department of Transportation				
Selective Traffic Enforcement Program - Impaired Driver				
Mobilization	20.601	2017-Jefferson-S-IYG-0057	$ 28,956	$ -
Violent Offender Task Force	20.601	25302 - TFO	1,922	-
Total Passed through Texas Department of Transportation			30,878	-
Total U. S. Department of Transportation			2,354,885	-
U. S. Department of Health and Human Services				
Passed through the Office of Attorney General				
Title IV-D Fees - Constable	93.563	N/A	51,325	-
Title IV-D Fees - District Clerk	93.563	N/A	319,602	-
Title IV-D Fees - Child Support Customer Service	93.563	N/A	1,300	-
Total Passed through the Office of Attorney General			372,227	-
Passed through Texas Department of Family & Protective Services				
Foster Care - Title IV-E Child Welfare Services	93.658	23939002	28,387	-
Foster Care - Title IV-E Legal Services	93.658	23939003	58,658	-
Total Passed through Texas Department of Family & Protective Services			87,045	-
Total U. S. Department of Health and Human Services			459,272	-
U. S. Department of Homeland Security				
Passed through the Texas Division of Emergency Management				
Emergency Management Performance Grant	97.042	17TX-EMPG-0389	38,508	-
Total Passed through the Texas Division of Emergency Management			38,508	-
Direct Programs				
2015 Port Security Grant	97.116	EMW2015PU00143	33,499	-
2016 Port Security Grant	97.116	EMW2016PU00351	17,760	-
Total Direct Programs			51,259	-
Passed through the Office of the Governor, Criminal Justice Division				
Homeland Security Grant Program - 2016 LETPA	97.067	29593-02	36,333	-
Total Passed through the Office of the Governor, Criminal Justice Division			36,333	-
Total U. S. Department of Homeland Security			126,100	-
Total Expenditures of Federal Awards			$ 6,429,003	$ -

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

State Grantor/Pass-through Grantor/ Program Title	Grantor's ID Number	State Expenditures	Pass Through Expenditures
STATE PROGRAMS			
Texas Department of Motor Vehicles			
Motor Vehicle Salvage/Theft Reduction Program	608-17-1230100	$ 78,206	$ -
Total Department of Motor Vehicles		78,206	-
Texas Department of Transportation			
Routine Airport Maintenance Grant	M1720BMPT	50,000	-
County Transportation Infrastructure Fund Grant	N/A	118,354	-
Total Department of Transportation		168,354	-
Texas Department of Criminal Justice			
Family Treatment Drug Court	1869010	51	-
Family Treatment Drug Court	1869011	35,830	-
Family Treatment Drug Court	1869012	3,389	-
Body-Worn Camera Program (BWC)	3037901	34,300	-
Drug Court	1604516	600	-
Total Department of Criminal Justice		74,170	-
Texas Indigent Defense Commission			
Indigent Defense Formula Grant FY 17	N/A	273,067	-
Total Indigent Defense Commission		273,067	-
Texas Commission on Law Enforcement			
Law Enforcement Officer Standards and Education	N/A	30,267	-
Total Texas Commission on Law Enforcement		30,267	-
Office of the Governor, Criminal Justice Division			
Juvenile Accountability Block Grants	28091-03	121,057	-
Total Office of the Governor, Criminal Justice Division		121,057	-
Texas Attorney General's Office			
Crime Victims Compensation Fund - Sexual Assault Exam	N/A	6,919	-
Total Texas Attorney General's Office		6,919	-
Texas Historical Commission			
Texas Historical Courthouse Preservation Program	CTH-JEFFERSON-08-2014	54,840	-
Total Texas Historical Commission		54,840	-
Total Expenditures of State Awards		$ 806,880	$ -
Total Expenditures of Federal and State Awards		$ 7,235,883	$ -

JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

SEPTEMBER 30, 2017

1. The County utilizes the fund types specified in the Resource Guide.

   Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

   The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

   Federal and state grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal and state grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H. Period of Performance, Part 3, OMB Compliance Supplement updated as of July 2017.

4. The County did not elect to apply the 10% de minimis indirect cost rate.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2017

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance?	None
Identification of major programs:	
CFDA Number(s)	Name of Federal Program or Cluster:
14.228	Community Development Block Grant
15.668	Coastal Impact Assistance Program
State	Indigent Defense Formula Grant
Dollar threshold used to distinguish between type A and type B federal programs	$750,000
Dollar threshold used to distinguish between type A and type B state programs	$300,000
Auditee qualified as low-risk auditee? for federal single audit?	Yes
Auditee qualified as low-risk auditee? for state single audit?	Yes

Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal and State Awards

None

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST – 7TH FLOOR
BEAUMONT, TEXAS 77701

SCHEDULE OF PRIOR AUDIT FINDINGS

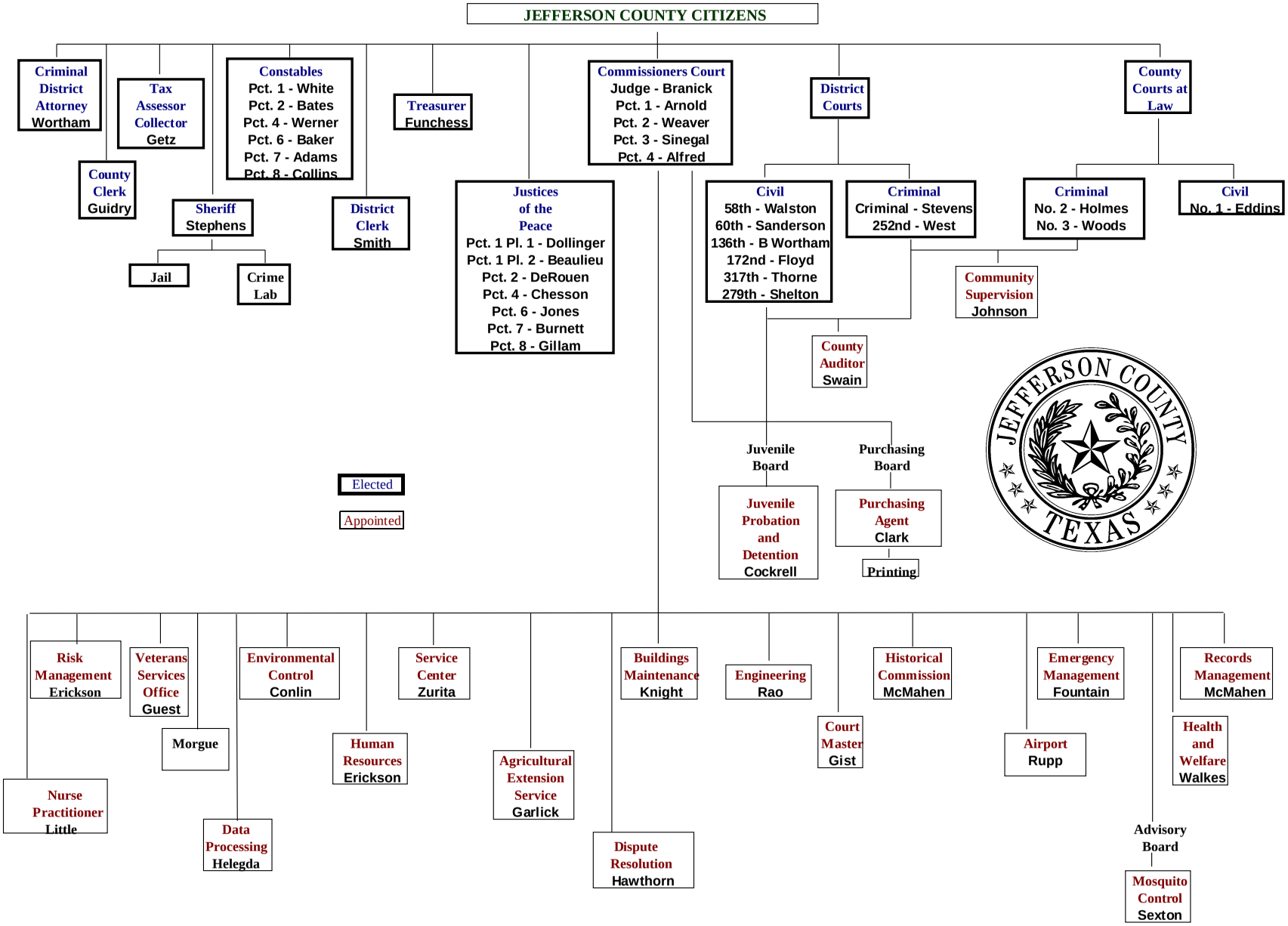
FOR THE YEAR ENDED SEPTEMBER 30, 2017

None

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ORGANIZATION CHART OF JEFFERSON COUNTY

As of April 1, 2018



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

May 14, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-017/YS, Term Contract for Microfilm Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Microfilm Supplies for Jefferson County**
BID NO:	**IFB 18-017/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 26, 2018**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – May 16, 2018 and May 23, 2018

IFB 18-017/YS
Term Contract for Microfilm Supplies for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, June 26, 2018

Table of Contents

Table of Contents 1
Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 6
Special Requirements/Instructions 16
Minimum Specifications 20
Bidder Information Form 21
Offer to Contract Form 22
Acceptance of Offer Form 23
Bid Form 24
Signature Page 27
Conflict of Interest Questionnaire 28
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 29
Good Faith Effort Determination Checklist 30
Notice of Intent 31
HUB Subcontracting Participation Declaration Form 32
Residence Certification/Tax Form 36
Bid Affidavit 37

Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

http://www.co.jefferson.tx.us/purchasing/main.htm

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 18-017/YS.

Scope

Vendor shall provide Microfilm Supplies for Jefferson County Clerk's Office subject to the terms and conditions stated for an initial period of one year **beginning on or about the date of award.**

Purchase Orders for Microfilm Supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

Pricing

Quote unit prices as requested. Prices quoted shall remain firm for one (1) year from date of award except in the case of an increase from the bidder's supplier, in which case the successful bidder will be allowed to adjust price provided written notice is given to the Purchasing Agent with copies of supplier's invoices to substantiate the request for adjustment. The adjustment must not be more than the next low bidder's price. In the event the adjustment exceeds the next low bid, Jefferson County reserves the right to re-award to that bidder. Jefferson County also reserves the right to re-solicit if price proves to be unreasonable. Requests for increase must be in writing to be considered. No increase will be allowed for the first 90 days of the contract. No more than three (3) increases per year will be honored.

Samples

When requested, samples shall be furnished free of expense to Jefferson County for approval by user department.

Delivery

The County desires to purchase its microfilm supplies from established merchants who have supplies in stock and are prepared beforehand to make delivery within five (5) working days. All delivery and freight charges (F.O.B. Jefferson County) are to be **included in this bid price**. **Bidder bears freight charges**.

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 18-017/YS, Term Contract for Microfilm Supplies for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a <u>physical address for bid bond return</u>, if applicable):

_____
Address

_____
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Microfilm Supplies for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 18-017/YS, Term Contract for Microfilm Supplies for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Form Instructions: Complete the Item Number, Vendor, and Price Columns.

If bidding an alternative product:

-The product MUST be an equivalent item.

-Include product catalog number, description, unit of measure, brand name, and item number in the extra space provided within each line item row.

Item	Catalog Number	Description	Est. Qty.	Unit of Measure	Item Number and Name	Unit Price
1	102-2490	Imagelink Archive Processor Developer	8	case		$
2	102-2656	Imagelink Archive Processor Fixer	Unavailable	case		$
3	199-0977	Kodak Prostar Tape & Dispenser	Unavailable	each		$
4	146-5194	Imagelink 16mm Dual Strand	10	box		$
5	78-6969-7542-0	3M Brand Cartridges for Microfilm	Unavailable	case		$
6	33NXDM	Imagelink Archive Storage Media, 100 rolls/case	2	case		$
7	149-0481	Kodak Microfilm Press 16mm - not perforated, 500 splices	4	box		$
8	150-0719	Kodak System Cleaner - for developer, 10 gal/case	Unavailable	case		$
9	139-5110	Kodak System Cleaner for Fixer, 4 gal/case	Unavailable	case		$
10	144-2433	Kodak Solid Flange Return Reels, 35 mm, 100 ft, Thread-Easy	Unavailable	case		$
11	FR-32-049	Pro-Star Plus Developer, 4 gal/case	Unavailable	case		$
12	FR-32-254	Pro-Star Microfilm Fixer, 4 gal/case	8	case		$
13	873-0715	Kodak 16mm Solid Flange Return Microfilm Reels, 500/case	Unavailable	case		$

Bid Form (Continued)

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of_____, 2018.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

JOC 18-018/PC

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

Mailing Address.
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

May 9, 2018

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: ***"Al Price JJC Roof Repairs"***

Subject: ***"Proposal"***

Dear Mrs Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Replace standing seam roof panels that are beyond reuse
- Replace rake flashing that is damaged beyond repair
- Repair insulation
- Re-fasten loose panels

Exclusions:

Unforeseen items beyond scope. Replacing any loose panels that can be mechanically reattached. Exact matching of existing colors. Removing and replacing panels to make like new.

We estimate approximately five (5) working days upon material delivery

Total Proposed Cost **$ 10,732.83**

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,
SETEX CONSTRUCTION CORP.

Michael Waidley
Project Manager

18-0084

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date: May 14, 2018

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST:

Carolyn L. Guidry, County Clerk

Established 1990

Preliminary Estimate, by estimates

Brain Shipp
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Jefferson County Al Price JJC Roof [208] - 18-0084

Estimator: Brain Shipp

Jefferson County Al Price JJC Roof Repairs

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$4,368.39	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction	$2,162.25	Priced O&P	$7,825.74
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$14,356.38**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$14,356.38	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(1,326.53)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(2,297.02)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$3,214.22
Labor:	$11,142.16
Equipment:	$0.00
Other:	$0.00
Laborhours:	151.75
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	6	$14,356.38	
Total Non-Priced Items:	0	$0.00	0.00%
	6	$14,356.38	

Grand Total **$10,732.83**

Preliminary Estimate, by estimates

Estimator: Michael Waidley — **Jefferson County Al Price JJC Roof Repairs**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
07 - Thermal and Moisture Protection								
1	07-41-13-20-0700	Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge (12*65)*1.15 = 897.00	S.F.	897.0000	$4.87	$4,368.39	RSM18FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$4,368.39**
13 - Special Construction								
2	13-34-19-50-6350	Pre-engineered steel building accessory items, flashings, rake, painted, 26 gauge	L.F.	65.0000	$11.80	$767.00	RSM18FAC M, L, O&P	P
3	13-34-19-50-6450	Pre-engineered steel building accessory items, flashings, ridge, painted, 18" W, 26 gauge	L.F.	20.0000	$13.70	$274.00	RSM18FAC M, L, O&P	P
4	13-34-19-50-6920	Pre-engineered steel building accessory items, insulation, vinyl faced, rated .6 lb density, R19, 6" thick (12*65)*1.15 = 897.00	S.F.	897.0000	$1.25	$1,121.25	RSM18FAC M, L, O&P	P
		13 - Special Construction Total						**$2,162.25**
Priced O&P								
5	07-41-13-20-0700	Demo - Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge Labor Adjustment: 50% of $2.54 = $1.27 --- Using O&P Pricing Bare Costs: (M:$2.12 L:$1.59 E: O:1,000.00 LH:0.032) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4.87 - $2.33 - $0.00 = $2.54 Labor w/CCI = $2.54 * 100.000% = $2.54 (12*65) = 780.00	S.F.	780.0000	$1.27	$990.60	CUSTOM L, O&P	P
6	07-41-13-20-0700	R&R - Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge Labor Adjustment: 100% of $2.54 = $2.54 --- Using O&P Pricing Bare Costs: (M:$2.12 L:$1.59 E: O:1,000.00 LH:0.032) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4.87 - $2.33 - $0.00 = $2.54 Labor w/CCI = $2.54 * 100.000% = $2.54 (18*65)*2*1.15 = 2,691.00	S.F.	2,691.0000	$2.54	$6,835.14	CUSTOM L, O&P	P
		Priced O&P Total						**$7,825.74**
		Estimate Grand Total						**10,732.83**

JOC 18-021 / DC

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Date: May 14, 2018

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
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setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

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Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

May 9, 2018

Danny Broussard
Spectra Venue Management
5110 I-10 S
Beaumont, Texas 77705

Project: ***"Ford Park Concession Stands"***

Subject: ***"Proposal"***

Dear Mr. Broussard:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Furnish and install new acoustic ceiling pads to all three (3) concession stands

Concession Stand 1

- Demo cove base in kitchen
- Demo all FRP in kitchen
- Install new insulation
- Install new 5/8" sheetrock
- Tape, float, and texture all new sheetrock
- Paint two (2) coats on walls
- Paint door front and back two (2) coats
- Reset toilets for VCT
- Install VCT in rooms
- Install vinyl cove base
- Install new FRP in kitchens
- Reinstall kitchen sinks
- Replace outlet cover plates

Proposed Exclusions:

- Unforeseen items beyond scope

Cost	$	56,253.20
Bond	$	1,406.33
Total Proposed Cost	**$**	**57,659.53**

We estimate approximately thirty (30) working days total duration, upon material delivery.

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully Submitted,
SETEX Construction Corp.

Michael Waidley
Project Manager
18-0023

Established 1990

SETEX CONSTRUCTION CORP.

Preliminary Estimate, by estimates

Michael Waidley
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Jefferson County Ford Park Concession Stand - 18-0023

Estimator: Michael Waidley

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$1,876.80	26 - Electrical	
02 - Existing Conditions	$3,350.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$2,795.29	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$61,400.57	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$5,436.38
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$386.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$75,245.04**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$75,245.04	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(6,952.64)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(12,039.20)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$21,962.40
Labor:	$53,205.37
Equipment:	$77.31
Other:	$(0.04)
Laborhours:	713.77
Green Line Items:2	$4,452.45

Priced/Non-Priced

Total Priced Items:	35	$75,245.04	
Total Non-Priced Items:	0	$0.00	0.00%
	35	$75,245.04	

Grand Total **$56,253.20**

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Concession 1

Division Summary (MF04)

01 - General Requirements	$1,658.80	26 - Electrical	
02 - Existing Conditions	$3,350.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$2,795.29	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$55,153.83	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$4,303.04
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$386.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$67,646.96**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$67,646.96	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(6,250.58)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(10,823.51)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$19,126.27
Labor:	$48,452.44
Equipment:	$68.29
Other:	$(0.04)
Laborhours:	640.53
Green Line Items:2	$4,452.45

Priced/Non-Priced

Total Priced Items:	30	$67,646.96	
Total Non-Priced Items:	0	$0.00	0.00%
	30	$67,646.96	

Estimate Grand Total **$50,572.87**

Preliminary Estimate, by estimates

Estimator: Michael Waidley — **Concession 1**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction 4400/500 = 8.80	M.S.F.	8.8000	$79.50	$699.60	RSM18FAC M, L, E, O&P	P
2	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job 4400/500 = 8.80	M.S.F.	8.8000	$109.00	$959.20	RSM18FAC M, L, E, O&P	P
		01 - General Requirements Total						**$1,658.80**
02 - Existing Conditions								
3	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	$850.00	$850.00	RSM18FAC M, O&P	P
4	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	40.0000	$62.50	$2,500.00	RSM18FAC L, O&P	P
		02 - Existing Conditions Total						**$3,350.00**
07 - Thermal and Moisture Protection								
5	07-05-05-10-5770	Selective demolition, thermal and moisture protection, siding, vinyl siding, corner strips 8*8 = 64.00	L.F.	64.0000	$0.58	$37.12	RSM18FAC L, O&P	P
6	07-21-16-20-0120	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R15, 15" wide Concession 1 2100*1.15 = 2,415.00	S.F.	2,415.0000	$1.03	$2,487.45	RSM18FAC Grn, M, L, O&P	P
7	07-46-33-10-4185	Vinyl siding, accessories, outside corner, smooth finish, 4" face, 3/4" pocket 8*8 = 64.00	L.F.	64.0000	$4.23	$270.72	RSM18FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$2,795.29**
09 - Finishes								
8	09-05-05-20-0850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	60.0000	$0.52	$31.20	RSM18FAC L, O&P	P
9	09-29-10-30-2195	Gypsum wallboard, on walls, fire resistant, w/compound skim coat (level 5 finish), 5/8" thick 2720.030*1.15 = 3,128.03	S.F.	3,128.0345	$2.20	$6,881.68	RSM18FAC M, L, O&P	P
10	09-29-10-30-2195-5270	Gypsum wallboard, for textured spray, add (Modified using 09-29-10-30-5270) Concession 1 2720.03*1.15 = 3,128.03	S.F.	3,128.0345	$0.82	$2,564.99	RSM18FAC M, L, O&P	P

Estimator: Michael Waidley **Concession 1**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
11	09-51-23-10-1110	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick Concession 1 3298.87*1.15 = 3,793.70	S.F.	3,793.7005	$1.92	$7,283.90	RSM18FAC M, L, O&P	P
12	09-53-23-30-4010	Ceiling suspension system, class A, 2' x 4' grid, remove & replace 205*4*1.15 = 943.00	S.F.	943.0000	$2.10	$1,980.30	RSM18FAC M, L, O&P	P
13	09-65-10-10-3600	Latex underlayment, cementitious for resilient flooring, 1/8" thick ((649.75)/2)*1.15 = 373.61	S.F.	373.6063	$5.10	$1,905.39	RSM18FAC M, L, O&P	P
14	09-65-13-13-0700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick Concession 1 653.4400*1.15 = 751.46	L.F.	751.4560	$3.19	$2,397.14	RSM18FAC M, L, O&P	P
15	09-65-19-19-7250	Flooring, vinyl composition tile, marbleized, 12" x 12" x 3/32" 649.75*1.15 = 747.21	S.F.	747.2125	$4.01	$2,996.32	RSM17FAC M, L, O&P	P
16	09-77-30-10-0040	Fiberglass reinforced plastic panel, on walls, adhesive mounted, fire rated, embossed surface, .090" thick Concession 1 1781.800*1.15 = 2,049.07	S.F.	2,049.0700	$4.43	$9,077.38	RSM18FAC M, L, O&P	P
17	09-91-03-20-0520	Paint preparation, surface protection, placement & removal, masking w/paper Concession 1 (3+7+7)*2*15*1.15 = 586.50	S.F.	586.5000	$0.76	$445.74	RSM18FAC M, L, O&P	P
18	09-91-23-39-0140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim	Ea.	15.0000	$131.00	$1,965.00	RSM18FAC Grn, M, L, O&P	P
19	09-91-23-72-0800	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork Concession 1 867 = 867.00	S.F.	1,645.0000	$0.96	$1,579.20	RSM18FAC M, L, O&P	P
20	09-91-23-72-1670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation Concession 1 6907.27*1.15 = 7,943.36	S.F.	7,943.3605	$1.91	$15,171.82	RSM18FAC M, L, O&P	P
21	09-91-23-72-1670-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) Concession 1 6907.2700*1.15 = 7,943.36	S.F.	7,943.3605	$0.11	$873.77	RSM18FAC L, O&P	P

Estimator: Michael Waidley **Concession 1**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		09 - Finishes Total						**$55,153.83**
22 - Plumbing								
22	22-05-05-10-6100	Fixture, plumbing, remove and reset fixtures, difficult access	Ea.	2.0000	$193.00	$386.00	RSM18FAC L, O&P	P
		22 - Plumbing Total						**$386.00**
Alternate								
23	09-77-30-10-0040	Demo - Fiberglass reinforced plastic panel, on walls, adhesive mounted, fire rated, embossed surface, .090" thick Labor Adjustment: 50% of $2.06 = $1.03 --- Using O&P Pricing Bare Costs: (M:$2.15 L:$1.27 E: O:640.00 LH:0.025) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4.43 - $2.37 - $0.00 = $2.06 Labor w/CCI = $2.06 * 100.000% = $2.06 (1781/2) = 890.50	S.F.	890.5000	$1.03	$917.22	CUSTOM L, O&P	P
24	10-28-13-13-1000	R&R - Toilet accessories, grab bars, straight, stainless steel, 30" long Labor Adjustment: 150% of $30.25 = $45.38 --- Using O&P Pricing Bare Costs: (M:$32.50 L:$18.45 E: O:22.00 LH:0.364) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $66.00 - $35.75 - $0.00 = $30.25 Labor w/CCI = $30.25 * 100.000% = $30.25	Ea.	4.0000	$45.38	$181.52	CUSTOM L, O&P	P
25	10-28-13-13-3000	R&R - Toilet accessories, mirror, 18" x 24", with stainless steel 3/4" square frame Labor Adjustment: 150% of $33.30 = $49.95 --- Using O&P Pricing Bare Costs: (M:$47.00 L:$20.50 E: O:20.00 LH:0.400) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $85.00 - $51.70 - $0.00 = $33.30 Labor w/CCI = $33.30 * 100.000% = $33.30	Ea.	2.0000	$49.95	$99.90	CUSTOM L, O&P	P
26	10-28-13-13-4600	R&R - Toilet accessories, soap dispenser, chrome, surface mounted, liquid Labor Adjustment: 150% of $32.90 = $49.35 --- Using O&P Pricing Bare Costs: (M:$51.00 L:$20.50 E: O:20.00 LH:0.400) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $89.00 - $56.10 - $0.00 = $32.90	Ea.	2.0000	$49.35	$98.70	CUSTOM L, O&P	P

Estimator: Michael Waidley **Concession 1**

Alternate

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		Labor w/CCI = $32.90 * 100.000% = $32.90						
27	22-34-13-10-9410	R&R - Water heaters, tankless, on-demand, natural gas/propane, 3.2 GPM, excludes vent Labor Adjustment: 150% of $385.00 = $577.50 --- Using O&P Pricing Bare Costs: (M:$500.00 L:$249.00 E: O:2.00 LH:4.000) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $935.00 - $550.00 - $0.00 = $385.00 Labor w/CCI = $385.00 * 100.000% = $385.00	Ea.	1.0000	$577.50	$577.50	CUSTOM L, O&P	P
28	22-41-16-13-1900	R&R - Lavatory, vanity top, stainless steel, self-rimming, ledge, single bowl, 25" x 22", includes trim Labor Adjustment: 150% of $218.00 = $327.00 --- Using O&P Pricing Bare Costs: (M:$320.00 L:$140.00 E: O:6.40 LH:2.500) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $570.00 - $352.00 - $0.00 = $218.00 Labor w/CCI = $218.00 * 100.000% = $218.00	Ea.	3.0000	$327.00	$981.00	CUSTOM L, O&P	P
29	22-41-16-13-2960	R&R - Lavatory, vanity top, vitreous china, white, single bowl, 20" x 17", includes trim Labor Adjustment: 150% of $257.40 = $386.10 --- Using O&P Pricing Bare Costs: (M:$116.00 L:$166.00 E: O:5.40 LH:2.963) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $385.00 - $127.60 - $0.00 = $257.40 Labor w/CCI = $257.40 * 100.000% = $257.40	Ea.	2.0000	$386.10	$772.20	CUSTOM L, O&P	P
30	26-27-26-10-4800	R&R - Low voltage switching, switchplates, 1 gang, 1, 2 or 3 switch, plastic Labor Adjustment: 150% of $9.00 = $13.50 --- Using O&P Pricing Bare Costs: (M:$5.00 L:$5.80 E: O:80.00 LH:0.100) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $14.50 - $5.50 - $0.00 = $9.00 Labor w/CCI = $9.00 * 100.000% = $9.00	Ea.	50.0000	$13.50	$675.00	CUSTOM L, O&P	P
		Alternate Total				**$4,303.04**		
		Estimate Grand Total				**50,572.87**		

Preliminary Estimate, by estimates

Estimator: Michael Waidley — **Concession 2**

Division Summary (MF04)

01 - General Requirements	$109.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$2,141.05	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$2,250.05**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$2,250.05	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(207.90)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(360.01)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$972.95
Labor:	$1,272.59
Equipment:	$4.51
Other:	$0.00
Laborhours:	16.07
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	2	$2,250.05	
Total Non-Priced Items:	0	$0.00	0.00%
	2	$2,250.05	

Estimate Grand Total **$1,682.14**

Preliminary Estimate, by estimates

Estimator: Michael Waidley **Concession 2**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	1.0000	$109.00	$109.00	RSM18FAC M, L, E, O&P	P
		01 - General Requirements Total						**$109.00**
09 - Finishes								
2	09-51-23-10-1110	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick Concession 2 969.6800*1.15 = 1,115.13	S.F.	1,115.1320	$1.92	$2,141.05	RSM18FAC M, L, O&P	P
		09 - Finishes Total						**$2,141.05**
				Estimate Grand Total				**1,682.14**

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Concession 3

Division Summary (MF04)

01 - General Requirements	$109.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$4,105.69	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$1,133.34
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$5,348.03**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$5,348.03	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(494.16)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(855.68)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,863.18
Labor:	$3,480.34
Equipment:	$4.51
Other:	$0.00
Laborhours:	57.17
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	3	$5,348.03	
Total Non-Priced Items:	0	$0.00	0.00%
	3	$5,348.03	

Estimate Grand Total **$3,998.19**

Preliminary Estimate, by estimates

Estimator: Michael Waidley — **Concession 3**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	1.0000	$109.00	$109.00	RSM18FAC M, L, E, O&P	P
		01 - General Requirements Total						**$109.00**
09 - Finishes								
2	09-51-23-10-1110	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick Concession 3 1859.460*1.15 = 2,138.38	S.F.	2,138.3790	$1.92	$4,105.69	RSM18FAC M, L, O&P	P
		09 - Finishes Total						**$4,105.69**
Alternate								
3	09-51-23-10-1110	Demo - Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick Concession 3 (Repriced 5/09/2018) Labor Adjustment: 50% of $1.05 = $0.53 --- Using O&P Pricing Bare Costs: (M:$0.79 L:$0.65 E: O:625.00 LH:0.013) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $1.92 - $0.87 - $0.00 = $1.05 Labor w/CCI = $1.05 * 100.000% = $1.05 1859.460*1.15 = 2,138.38	S.F.	2,138.3790	$0.53	$1,133.34	CUSTOM L, O&P	P
		Alternate Total						**$1,133.34**
		Estimate Grand Total						**3,998.19**

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

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May 9, 2018

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: ***"Al Price JJC Roof Repairs"***

Subject: ***"Proposal"***

Dear Mrs Clark:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Replace standing seam roof panels that are beyond reuse
- Replace rake flashing that is damaged beyond repair
- Repair insulation
- Re-fasten loose panels

Exclusions:

Unforeseen items beyond scope. Replacing any loose panels that can be mechanically reattached. Exact matching of existing colors. Removing and replacing panels to make like new.

We estimate approximately five (5) working days upon material delivery

Total Proposed Cost **$ 10,732.83**

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,
SETEX CONSTRUCTION CORP.

Michael Waidley
Project Manager

18-0084

SETEX CONSTRUCTION CORP.

Preliminary Estimate, by estimates

Brain Shipp
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Jefferson County Al Price JJC Roof [208] - 18-0084

Estimator: Brain Shipp

Jefferson County Al Price JJC Roof Repairs

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$4,368.39	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction	$2,162.25	Priced O&P	$7,825.74
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	$14,356.38
25 - Integrated Automation			

Totalling Components

Priced Line Items	$14,356.38	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(1,326.53)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(2,297.02)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$3,214.22
Labor:	$11,142.16
Equipment:	$0.00
Other:	$0.00
Laborhours:	151.75
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	6	$14,356.38	
Total Non-Priced Items:	0	$0.00	0.00%
	6	$14,356.38	

Grand Total **$10,732.83**

Estimator: Michael Waidley — **Jefferson County Al Price JJC Roof Repairs**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
07 - Thermal and Moisture Protection								
1	07-41-13-20-0700	Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge (12*65)*1.15 = 897.00	S.F.	897.0000	$4.87	$4,368.39	RSM18FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$4,368.39**
13 - Special Construction								
2	13-34-19-50-6350	Pre-engineered steel building accessory items, flashings, rake, painted, 26 gauge	L.F.	65.0000	$11.80	$767.00	RSM18FAC M, L, O&P	P
3	13-34-19-50-6450	Pre-engineered steel building accessory items, flashings, ridge, painted, 18" W, 26 gauge	L.F.	20.0000	$13.70	$274.00	RSM18FAC M, L, O&P	P
4	13-34-19-50-6920	Pre-engineered steel building accessory items, insulation, vinyl faced, rated .6 lb density, R19, 6" thick (12*65)*1.15 = 897.00	S.F.	897.0000	$1.25	$1,121.25	RSM18FAC M, L, O&P	P
		13 - Special Construction Total						**$2,162.25**
Priced O&P								
5	07-41-13-20-0700	Demo - Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge Labor Adjustment: 50% of $2.54 = $1.27 Using O&P Pricing Bare Costs: (M:$2.12 L:$1.59 E: O:1,000.00 LH:0.032) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4.87 - $2.33 - $0.00 = $2.54 Labor w/CCI = $2.54 * 100.000% = $2.54 (12*65) = 780.00	S.F.	780.0000	$1.27	$990.60	CUSTOM L, O&P	P
6	07-41-13-20-0700	R&R - Steel roofing panels, on steel frame, corrugated or ribbed, colored, 26 gauge Labor Adjustment: 100% of $2.54 = $2.54 Using O&P Pricing Bare Costs: (M:$2.12 L:$1.59 E: O:1,000.00 LH:0.032) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) $4.87 - $2.33 - $0.00 = $2.54 Labor w/CCI = $2.54 * 100.000% = $2.54 (18*65)*2*1.15 = 2,691.00	S.F.	2,691.0000	$2.54	$6,835.14	CUSTOM L, O&P	P
		Priced O&P Total						**$7,825.74**
					Estimate Grand Total			**10,732.83**

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: May 8, 2018

RE: **Transfer Funds – Out of Series**

Please transfer **$20,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs; and

Please transfer **$1,500** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0409-431.60-02 (computer equipment) for additional cost of a computer.

Thank you.

EA/nr

Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

Dear Fran,

I am requesting to transfer $6,000.00 from account 120-2031-414-10-02 (Assistants & Clerks) to account 120-2031-414-40-52 (Postage) to cover the expense of serving, via certified mail, juvenile sealing orders pursuant to a legislative change to Texas Family Code Section 58.003(a) and (d).

Respectfully,

Jamie Smith

Jamie Smith
Jefferson County District Clerk

Fran Lee

From: John Shauberger <jshauberger@co.jefferson.tx.us>
Sent: Wednesday, May 09, 2018 3:58 PM
To: 'Fran Lee'
Subject: budget transfer
Attachments: SHI Quote-15233409.pdf; B0809920.pdf

Fran,
Please look at transferring $1400.00 in the marine budget from minor equipment 865-3054-421-3084 to capital items computer 865-3054-421-6002. They have a failed desktop computer that needs to be replaced unexpectedly. Attached are the quotes from Vanessa in MIS. If you are okay with it will you please place the transfer on the agenda at your convenience. Thank you.
John

Chief John Shauberger
Corrections/Services
Jefferson County Sheriff's Office
jshauberger@co.jefferson.tx.us
(409)835-8720

From: Dana Aguillard [mailto:daguillard@co.jefferson.tx.us]
Sent: Wednesday, May 09, 2018 2:03 PM
To: 'Shauberger John'
Subject: FW: Quote

John,
MARINE DIVISION:
Keesha is asking if you would transfer money from 865-3054-421-3084 to 865-3054-421-6002 so they can buy a desktop computer w/software.

Thanks,

Dana Aguillard
Jefferson County Sheriff's Office
5030 Hwy. 69 South
Beaumont, Texas 77705
Office (409) 835-8734
Fax (409) 720-4031
daguillard@co.jefferson.tx.us

From: Keesha Guillory [mailto:kguillory@co.jefferson.tx.us]
Sent: Wednesday, May 09, 2018 12:31 PM
To: 'Dana Aguillard'
Subject: FW: Quote

Dana,

PCM-G

PCMG, Inc.
13755 Sunrise Valley Drive, Suite 750 - erndon, VA 20171

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

ACCOUNT MANAGER
BAIJET KARIM
T: (800) 625-5468 x38350
F: (310) 630-6450
BAIJETK@PCMG.COM

BILL TO
Jefferson County Auditors Off
Accounts Payable
1149 Pearl St., 7th Fl.
BEAUMONT, TX 77701
409-835-8447

QUOTE TOTAL:	$1,139.00
QUOTE NO:	B0809920
ATTN:	Jefferson County Auditors
ACCOUNT NO:	32228900
PROJECT/REF:	NARCOTICS
QUOTE DATE:	8-May-18
QUOTE EXPIRES:	28-May-18

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	1	DELL	41113192	3000023338815	BTO OPT 7050 SFF 6600 3.30 8 128 W10P64	BuyBoard 498-15	$905.00	$905.00
2	1	DELL	41113194	3000023338822	BTO 24 MONITOR - P2417H	BuyBoard 498-15	$210.00	$210.00
3	1	DELL	41113196	3000023338825	BTO USB SOUNDBAR - AC511	BuyBoard 498-15	$24.00	$24.00

VIA: UPS GROUND

DELIVER TO: BEAUMONT, TX 77701

SUBTOTAL:	$1,139.00
TAX:	$0.00
FREIGHT:	$0.00
TOTAL:	**$1,139.00**

ORDERING INSTRUCTIONS / SPECIAL NOTES

Please make your purchase order out to 'PCMG, Inc.' (i.e. *not* 'PCM', 'PC Mall', or 'Macmall').
P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).
Please *e-mail* (BAIJETK@pcmg.com) or fax (310-630-6450) purchase order to 'Attn: BAIJET (BLUE) KARIM'. E-mail is preferred.
Software licenses: purchase orders must include an *e-mail address* and an end-user name, or order may be delayed.

PLEASE REMIT PAYMENT TO:
PCMG, Inc.
File 55327
Los Angeles, CA 90074-5327

Prices are subject to change without notice.

The attached quote was created on https://www.publicsector.shidirect.com by Vanessa Lachney.



Pricing Proposal
Quotation #: 15233409
Description: Budget 2018-2019
Created On: Apr-25-2018
Valid Until: Apr-30-2018

TX2-JEFFERSON CO

Vanessa Lachney
Phone: 4098358447
Fax:
Email: vlachney@co.jefferson.tx.us

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Microsoft Office Standard 2016 - license - 1 PC Microsoft - Part#: 021-10559	1	$239.85	$239.85
			Total	$239.85

Additional Comments

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

FORD PARK - OPERATIONS

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

FORD PARK - OPERATIONS

TABLE OF CONTENTS

SEPTEMBER 30, 2017

	Page Number
Independent Auditors' Report	1 – 2
Statement of Net Position	3
Statement of Revenues, Expenses and Changes in Net Position	4
Statement of Cash Flows	5
Notes to Financial Statements	6 – 7

PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Management of
Ford Park - Operations
Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of Ford Park - Operations as of and for the year ended September 30, 2017, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.4901
www.pbhcpa.com

HOUSTON, TX
281.671.6259

RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
254.791.3460

ALBUQUERQUE, NM
505.266.5904

AICPA
Governmental Audit Quality Center

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ford Park - Operations as of September 30, 2017, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by Ford Park - Operations, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2017, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
April 25, 2018

FORD PARK - OPERATIONS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2017

ASSETS		
Current assets:		
Cash and investments	$	877,486
Accounts receivable (note 2)		347,573
Prepaid expenses		25,429
Inventory, at cost		33,871
Total assets		1,284,359
LIABILITIES		
Current liabilities:		
Accounts payable		171,767
Accrued expenses		235,409
Unearned revenue (note 3)		173,565
Customer deposits		19,041
Total liabilities		599,782
NET POSITION		
Unrestricted	$	684,577

The accompanying notes to the financial statements are an integral part of the statement.

FORD PARK - OPERATIONS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

OPERATING REVENUES	
Charges for services	$ 3,107,993
Total operating revenues	3,107,993
OPERATING EXPENSES	
Administrative	170,136
Contracted services	1,965
Insurance	325,030
Event expenses	1,358,779
Maintenance and repairs	319,147
Management fees	106,392
Materials and supplies	87,832
Operations expenses	61,810
Salaries and benefits	1,467,496
Utilities	825,781
Total operating expenses	4,724,368
OPERATING INCOME BEFORE TRANSFERS	(1,616,375)
TRANSFERS	1,864,848
CHANGE IN NET POSITION	248,473
NET POSITION, BEGINNING	436,104
NET POSITION, ENDING	$ 684,577

The accompanying notes to the financial statements are an integral part of the statement.

FORD PARK - OPERATIONS

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers and users	$	3,014,000
Payments to employees	(	1,576,122)
Payments to suppliers	(	3,127,836)
Net cash used by operating activities	(	1,689,958)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers in		1,864,848
Net cash provided by noncapital financing activities		1,864,848
NET INCREASE IN CASH		174,890
CASH AND CASH EQUIVALENTS, BEGINNING		659,406
CASH AND CASH EQUIVALENTS, ENDING		834,296
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES		
Operating loss	(	1,616,375)
Net cash used by operating activities:		
Changes in assets and liabilities		
Accounts receivable	(	118,069)
Prepaid expenses	(	25,108)
Inventory		1,400
Customer deposits	(	23,954)
Accounts payable		88,833
Accrued expenses	(	44,715)
Deferred revenue		48,030
Total changes in assets and liabilities	(	73,583)
Net cash used by operating activities	$(	1,689,958)

The accompanying notes to the financial statements are an integral part of the statement.

FORD PARK - OPERATIONS

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the "County") was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners' Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney's office, a county sheriff's department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. From October 1, 2016 to April 2, 2017, the operations of Ford Park were under the management of SMG and starting April 3, 2017 to the end of the fiscal year, operations were turned over to Spectra. The County engaged each company during each of their contracts to manage, operate, and promote the facilities which comprise Ford Park. The management company is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or "capital maintenance" measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund's statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2017:

Billed settlement charges -	
Rent and other event expenses	$ 390,674
Allowance	(43,101)
	$ 347,573

III. UNEARNED REVENUE

Unearned revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes unearned sponsorship income and naming rights.

PB&H

PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

April 25, 2018

The Honorable County Judge
and Commissioners Court
Jefferson County, Texas

We have audited the financial statements of Ford Park – Operations as of and for the year ended September 30, 2017, and have issued our report thereon dated April 25, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated November 21, 2017, our responsibility, as described by professional standards, is to form and express an opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Ford Park – Operations solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

We will assist in preparing the financial statements and related notes to the financial statements of Ford Park – Operations in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Services.

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged, in the management representation letter, our assistance with the preparation of the financial statements and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Ford Park – Operations is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended September 30, 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Management's estimate of the allowance for uncollectible accounts receivable is based on a historical collection rate of trade accounts receivable at September 30, 2017. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts receivables and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Ford Park – Operations' financial statements or the auditors' report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated April 25, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Ford Park – Operations, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Ford Park – Operations' auditors.

Restriction on Use

This report is intended solely for the information and use of the Honorable County Judge, Commissioners' Court, and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
April 25, 2018

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	80.90	446332	
DAWN DONUTS	45.50	446455	
			126.40**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	4,271.40	446250	
M&D SUPPLY	146.19	446302	
MUNRO'S	29.65	446307	
RITTER @ HOME	70.74	446313	
SOUTHEAST TEXAS WATER	14.00	446321	
SOUTHERN TIRE MART, LLC	899.14	446339	
ADVANCE AUTO PARTS	280.18	446425	
			5,711.30**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	5,041.94	446250	
SUPERIOR TIRE & SERVICE	80.00	446253	
CITY OF NEDERLAND	36.92	446264	
EASTEX RUBBER & GASKET	87.60	446278	
ENTERGY	506.40	446287	
MUNRO'S	20.00	446307	
RITTER @ HOME	44.92	446313	
SETZER HARDWARE, INC.	12.75	446317	
SUPERIOR SUPPLY & STEEL	40.00	446351	
BUMPER TO BUMPER	215.64	446383	
BEAUMONT FREIGHTLINER STERLING	168.61	446389	
DRAGO SUPPLY	207.84	446407	
ASCO	127.00	446427	
RELADYNE	483.84	446432	
GULF COAST	444.17	446469	
			7,517.63**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	58.50	446247	
ABLE FASTENER, INC.	125.74	446248	
DYNAMIC POWER SYSTEM, INC.	1,019.38	446276	
FARM & HOME SUPPLY	49.95	446280	
ENTERGY	355.00	446287	
LOUIS' YAZOO SALES & SERVICE, LLC	24.95	446301	
MUNRO'S	23.40	446307	
TEJAS MFG & RV SUPERSTORE, INC.	208.00	446328	
W. JEFFERSON COUNTY M.W.D.	27.96	446336	
HOWARD'S AUTO SUPPLY	116.16	446343	
LOWE'S HOME CENTERS, INC.	56.99	446372	
NORTHERN TOOL AND EQUIPMENT	67.96	446416	
SAM'S CLUB DIRECT	163.76	446422	
ASCO	202.23	446427	
SCHEAFFER MFG CO	392.40	446431	
SHOPPA'S FARM SUPPLY	246.06	446442	
			3,138.44**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,980.77	446250	
COASTAL WELDING SUPPLY	63.00	446268	
ENTERGY	124.86	446287	
M&D SUPPLY	28.62	446302	
MUNRO'S	138.58	446307	
SMART'S TRUCK & TRAILER, INC.	368.14	446320	
SOUTHEAST TEXAS WATER	28.85	446321	
W. JEFFERSON COUNTY M.W.D.	92.38	446336	
UNITED STATES POSTAL SERVICE	2.29	446359	
JEFFERSON COUNTY CREDIT CARDS	36.02	446410	
ON TIME TIRE	190.00	446421	
ASCO	279.38	446427	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	2.26	446437	
GCR TIRES & SERVICE	713.16	446441	
TRINITY VALLEY TRACTORS INC	6,579.87	446468	
			13,556.14**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.84	446359	
			1.84**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	48.72	446262	
ENTERGY	50.66	446287	
AT&T	29.13	446322	
W. JEFFERSON COUNTY M.W.D.	54.28	446336	
			182.79**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	721.14	446310	
ACE IMAGEWEAR	21.22	446318	
UNITED STATES POSTAL SERVICE	528.52	446359	
CINTAS CORPORATION	77.04	446459	
			1,347.92*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	7.34	446359	
JEFFERSON COUNTY CREDIT CARDS	186.81	446410	
			194.15*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	1,374.49	446296	
TEXAS SOCIETY OF CPA'S	345.00	446331	
UNITED STATES POSTAL SERVICE	13.52	446359	
RHONDA BRODE	684.00	446366	
JEFFERSON COUNTY CREDIT CARDS	30.12	446410	
			2,386.89*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	388.73	446296	
UNITED STATES POSTAL SERVICE	236.76	446359	
			625.49*
COUNTY JUDGE			
JESSE BRANICK	500.00	446252	
CASH ADVANCE ACCOUNT	503.39	446296	
CLERK - SUPREME COURT OF TEXAS	235.00	446324	
UNITED STATES POSTAL SERVICE	2.25	446359	
KIMBERLY PHELAN, P.C.	500.00	446391	
JEFF R BRANICK	126.44	446396	
FRED JACKSON	210.00	446401	
LAW OFFICE OF SOLOMON FREIMUTH	500.00	446486	
			2,577.08*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.17	446359	
			8.17*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	158.08	446359	
			158.08*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	71.22	446359	
JEFFERSON COUNTY CREDIT CARDS	375.00	446410	
			446.22*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	70.00	446296	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	446329	
TRI-CITY COFFEE SERVICE	108.60	446332	
ADVANCED STAFFING	195.00	446341	
TEXAS COFFEE COMPANY	83.18	446344	
VERIZON WIRELESS	303.94	446356	
TOWER COMMUNICATIONS, INC.	2,435.00	446357	
VERENICE ROSALES	43.75	446443	
VECTOR SECURITY	37.00	446477	
			5,976.47*
DATA PROCESSING			
DAVID A. DOMINGUEZ	891.55	446272	
FED EX	47.36	446281	
OFFICE DEPOT	271.56	446310	

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	2,489.83	446346	
			3,700.30*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	96.33	446310	
UNITED STATES POSTAL SERVICE	193.40	446359	
			289.73*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	90.51	446359	
			90.51*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	1,783.34	446255	
GT DISTRIBUTORS, INC.	64.90	446283	
JEFFERSON CTY. DISTRICT ATTORNEY	12,760.00	446295	
CASH ADVANCE ACCOUNT	61.50	446296	
OFFICE DEPOT	746.28	446310	
UNITED STATES POSTAL SERVICE	107.61	446359	
CHRISTOPHER CADENA	645.00	446387	
SUMMER TANNER	1,169.00	446397	
THOMSON REUTERS-WEST	2,446.96	446430	
MATT TURNER	28.20	446460	
			19,812.79*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	995.41	446359	
			995.41*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	446275	
OFFICE DEPOT	357.92	446310	
RENE MULHOLLAND	5,693.90	446334	
UNITED STATES POSTAL SERVICE	17.18	446359	
			14,819.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	446321	
CLERK - SUPREME COURT OF TEXAS	235.00	446325	
			264.95*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.34	446359	
JOHN COSELLI	102.89	446497	
			110.23*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	446359	
LEXIS-NEXIS	69.00	446360	
			69.41*
172ND DISTRICT COURT			
LEXIS-NEXIS	56.00	446361	
			56.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	1,500.00	446260	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	446286	
BRACK JONES JR.	300.00	446340	
UNITED STATES POSTAL SERVICE	80.25	446359	
THOMAS WILLIAM KELLEY	8,750.00	446466	
			11,820.25*
279TH DISTRICT COURT			
DAVID GROVE	150.00	446251	
PHILLIP DOWDEN	1,150.00	446254	
ANITA F. PROVO	900.00	446311	
CLERK - SUPREME COURT OF TEXAS	305.00	446324	
CHARLES ROJAS	300.00	446349	
LEXIS-NEXIS	69.00	446360	
LANGSTON ADAMS	150.00	446374	
KIMBERLY PHELAN, P.C.	150.00	446391	
P DEAN BRINKLEY	300.00	446409	

NAME	AMOUNT	CHECK NO.	TOTAL
JONATHAN L. STOVALL	150.00	446412	
ALICIA K HALL	1,000.00	446419	
WILLIAM MARCUS WILKERSON	150.00	446423	
WILLIAM FORD DISHMAN	450.00	446434	
TARA SHELANDER	150.00	446439	
MELANIE AIREY	650.00	446446	
LAW OFFICE OF SOLOMON FREIMUTH	150.00	446486	
			6,174.00*
317TH DISTRICT COURT			
KIRKSEY'S SPRINT PRINTING	51.90	446299	
JUDY PAASCH	2,393.61	446384	
			2,445.51*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	95.64	446359	
LEXISNEXIS- ACCURINT	81.33	446406	
			176.97*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	81.34	446406	
			81.34*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	81.33	446406	
			81.33*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	1,783.57	446310	
UNITED STATES POSTAL SERVICE	29.07	446359	
LEXISNEXIS- ACCURINT	81.34	446406	
			1,893.98*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	81.33	446406	
			81.33*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	81.34	446406	
			81.34*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.63	446359	
LEXIS-NEXIS	61.76	446360	
SIERRA SPRING WATER CO. - BT	73.92	446363	
			137.31*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	446251	
PETER DOYLE	750.00	446273	
UNITED STATES POSTAL SERVICE	5.30	446359	
JOEL WEBB VAZQUEZ	250.00	446382	
			1,255.30*
COUNTY COURT AT LAW NO. 3			
PETER DOYLE	900.00	446273	
CHARLES ROJAS	750.00	446349	
UNITED STATES POSTAL SERVICE	4.49	446359	
LANGSTON ADAMS	250.00	446374	
			1,904.49*
COURT MASTER			
LEXIS-NEXIS	68.00	446360	
			68.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	9.38	446359	
KARA HAWTHORN	529.79	446414	
			539.17*
SHERIFF'S DEPARTMENT			
AAA LOCK & SAFE	90.00	446246	
CITY OF NEDERLAND	57.05	446264	

NAME	AMOUNT	CHECK NO.	TOTAL
EQUINE MEDICINE & SURGERY	28.00	446279	
ENTERGY	879.54	446287	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	956.00	446294	
CASH ADVANCE ACCOUNT	527.85	446296	
OFFICE DEPOT	27.18	446310	
AT&T	33.21	446322	
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,194.86	446330	
UNITED PARCEL SERVICE	12.42	446333	
KEESHA GUILLORY	300.00	446342	
UNITED STATES POSTAL SERVICE	2,552.93	446359	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	446369	
FIVE STAR FEED	359.23	446379	
RITA HURT	1,100.00	446417	
SILSBEE FORD INC	20,624.07	446436	
TRANSUNION RISK AND ALTERNATIVE	476.30	446445	
GALLS LLC	487.97	446448	
FOREMOST PROMOTIONS	2,618.59	446458	
VECTOR SECURITY	111.00	446477	
JERRY LOWE	70.00	446482	
ZETX	1,278.81	446494	
			34,817.96*
CRIME LABORATORY			
SANITARY SUPPLY, INC.	172.29	446316	
SOUTHEAST TEXAS WATER	79.90	446321	
AFDAA	120.00	446364	
RDB SERVICES	500.00	446418	
EXCEL MEDICAL WASTE LLC	35.00	446450	
VECTOR SECURITY	156.00	446477	
			1,063.19*
JAIL - NO. 2			
AAA LOCK & SAFE	130.00	446246	
CITY OF BEAUMONT - WATER DEPT.	16.00	446261	
W.W. GRAINGER, INC.	186.69	446285	
ENTERGY	34,368.26	446287	
HERNANDEZ OFFICE SUPPLY, INC.	120.00	446292	
CASH ADVANCE ACCOUNT	171.17	446296	
KOMMERCIAL KITCHENS	1,423.00	446300	
M&D SUPPLY	101.29	446302	
MCNEILL INSURANCE AGENCY	71.00	446305	
RALPH'S INDUSTRIAL ELECTRONICS	13.06	446314	
SANITARY SUPPLY, INC.	595.35	446316	
ADVANCED SYSTEMS & ALARM SERVICES,	6,101.00	446348	
UNITED COMMUNICATIONS, INC.	965.50	446350	
LOWE'S HOME CENTERS, INC.	398.57	446372	
INTERCONTINENTAL JET CORP	3,370.67	446385	
BELT SOURCE	7.26	446393	
KNIFE RIVER	354.00	446398	
FIRETROL PROTECTION SYSTEMS, INC.	270.90	446404	
JEFFERSON COUNTY CREDIT CARDS	876.73	446410	
INDEPENDENT STATIONERS	958.40	446413	
CONSTELLATION NEWENERGY - GAS DIVIS	2,102.61	446426	
MATERA PAPER COMPANY INC	983.92	446428	
TEXAS PRISONER TRANSPORTATION SERVI	2,914.00	446461	
FOOD MARKETING CONCEPTS INC	11,017.31	446478	
HARDIE'S FRESH FOODS	6,292.24	446479	
CORRECT CARE SOLUTIONS LLC	4,534.00	446491	
CORRHEALTH LLC	78,900.85	446493	
			157,243.78*
JUVENILE PROBATION DEPT.			
FED EX	132.63	446281	
OFFICE DEPOT	121.20	446310	
CHERYL TARVER	98.10	446338	
UNITED STATES POSTAL SERVICE	6.90	446359	
LATRICIA COLEMAN	179.31	446373	
JEFF NICKERSON	519.34	446376	
VICTOR CANTU	80.66	446433	
ROXANA MITCHELL	299.75	446452	
CHRISTAL CHANNELL	427.29	446454	
SUMMER KENNERSON	132.43	446467	
ANNIE JONES	212.00	446473	

NAME	AMOUNT	CHECK NO.	TOTAL
MYLSHIA TOMPKINS	31.06	446476	
KAYLAN BURTON	31.07	446480	
SHERONDA LEE	146.60	446489	
			2,418.34*
JUVENILE DETENTION HOME			
EPS	1,941.88	446277	
ENTERGY	6,246.23	446287	
SANITARY SUPPLY, INC.	257.49	446316	
FLOWERS FOODS	90.89	446380	
BEN E KEITH FOODS	3,155.15	446381	
EXCEL MEDICAL WASTE LLC	70.00	446450	
			11,761.64*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	49.90	446299	
OFFICE DEPOT	250.43	446310	
UNITED STATES POSTAL SERVICE	81.27	446359	
LEXISNEXIS- ACCURINT	81.33	446406	
			462.93*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	81.33	446406	
			81.33*
CONSTABLE-PCT 4			
SILSBEE FORD INC	426.00	446436	
TRANSUNION RISK AND ALTERNATIVE	70.00	446445	
ALAN ROBERTS	39.39	446456	
TND WORKWEAR CO LLC	90.00	446470	
JIM CROLEY	40.00	446481	
			665.39*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.17	446359	
LEXISNEXIS- ACCURINT	81.33	446406	
			96.50*
CONSTABLE PCT. 7			
GALLS LLC	956.82	446448	
			956.82*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,616.66	446258	
FMMS HOLDINGS OF TEXAS LLC	55,150.00	446420	
			63,766.66*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	7.98	446310	
DAVID OATES	144.31	446457	
			152.29*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	3,999.00	446265	
GABRIEL FUNERAL HOME, INC.	1,500.00	446284	
AUSTIN CECIL WALKES MD PA	2,932.58	446335	
UNITED STATES POSTAL SERVICE	88.64	446359	
LEXISNEXIS- ACCURINT	122.00	446406	
EXCEL MEDICAL WASTE LLC	35.00	446450	
CENTERPOINT ENERGY RESOURCES	45.49	446484	
			8,722.71*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	5,800.00	446259	
CITY OF PORT ARTHUR - WATER DEPT.	80.00	446263	
CLAYBAR FUNERAL HOME, INC.	1,998.00	446266	
CLAYTON THOMPSON FUNERAL HOME	3,000.00	446267	
O.W. COLLINS APARTMENTS	117.63	446269	
ENTERGY	140.00	446290	
HANNAH FUNERAL HOME, INC.	1,500.00	446291	
AUSTIN CECIL WALKES MD PA	2,932.58	446335	
MCKESSON MEDICAL-SURGICAL INC	199.03	446347	
TEXAS GAS SERVICE	17.71	446377	

NAME	AMOUNT	CHECK NO.	TOTAL
HEB CREDIT RECEIVABLES DEPT 308	53.32	446395	
LEXISNEXIS- ACCURINT	122.00	446406	
EXCEL MEDICAL WASTE LLC	35.00	446450	
			15,995.27*
CHILD WELFARE UNIT			
DISA, INC.	18.00	446274	
J.C. PENNEY'S	1,543.14	446370	
SEARS COMMERICAL CREDIT	291.46	446371	
TYMIR WILSON PAYEE	20.00	446394	
TYRE A WELLS	20.00	446438	
TYTIANNA WELLS SIGARST	20.00	446440	
DONALD ORCHID	50.00	446444	
JLYNN J HENDRIX	20.00	446449	
MYA ARCENEAUX	20.00	446453	
KENNY ROBINSON	50.00	446463	
SHAWN MOUTON	20.00	446464	
LARRY DOYLE JR	20.00	446471	
HORATIO PACK	15.00	446472	
CLYDE GAUTHIER III	20.00	446475	
STACY VELASQUEZ	50.00	446483	
ASHTON EMERSON	20.00	446485	
GAVEN SEBILE	20.00	446490	
JONATHAN ROBINSON	20.00	446492	
KAITLIN VAZQUES	20.00	446495	
DASI VELASQUEZ	50.00	446496	
			2,307.60*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	446356	
			150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	434.50	446256	
CONSOLIDATED ELECTRICAL DIST INC.	275.92	446271	
W.W. GRAINGER, INC.	495.00	446285	
ENTERGY	5,364.99	446287	
M&D SUPPLY	264.38	446302	
MCCOWN PAINT & SUPPLY OF TEXAS	197.16	446303	
RALPH'S INDUSTRIAL ELECTRONICS	380.91	446314	
SANITARY SUPPLY, INC.	990.43	446316	
ACE IMAGEWEAR	172.52	446318	
AT&T	654.51	446322	
WHOLESALE ELECTRIC SUPPLY CO.	59.89	446337	
CENTERPOINT ENERGY RESOURCES CORP	34.63	446386	
FIRETROL PROTECTION SYSTEMS, INC.	1,445.00	446404	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	259.99	446447	
			11,029.83*
MAINTENANCE-PORT ARTHUR			
NOACK LOCKSMITH	14.60	446308	
SHERWIN-WILLIAMS	30.09	446319	
SOLAR	265.64	446365	
LOWE'S HOME CENTERS, INC.	497.41	446372	
PARKER LUMBER	251.52	446408	
NORTHERN TOOL AND EQUIPMENT	199.99	446416	
VECTOR SECURITY	191.00	446477	
			1,450.25*
MAINTENANCE-MID COUNTY			
A&A EQUIPMENT	233.75	446247	
CITY OF NEDERLAND	23.95	446264	
ENTERGY	1,198.43	446287	
JIFFY TROPHIES	12.35	446297	
SANITARY SUPPLY, INC.	35.70	446316	
ACE IMAGEWEAR	64.82	446318	
W. JEFFERSON COUNTY M.W.D.	75.95	446336	
			1,644.95*
SERVICE CENTER			
W.W. GRAINGER, INC.	944.00	446285	
INTERSTATE BATTERIES OF BEAUMONT/PA	701.65	446293	
KINSEL FORD, INC.	27.75	446298	

NAME	AMOUNT	CHECK NO.	TOTAL
THE MUFFLER SHOP	112.00	446306	
MUNRO'S	39.70	446307	
JEFFERSON CTY. TAX OFFICE	7.50	446353	
JEFFERSON CTY. TAX OFFICE	7.50	446354	
JEFFERSON CTY. TAX OFFICE	7.50	446355	
VOYAGER FLEET SYSTEM, INC.	37,753.50	446378	
BUMPER TO BUMPER	294.99	446383	
ROBERT'S TEXACO XPRESS LUBE	28.00	446402	
AMERICAN TIRE DISTRIBUTORS	1,143.64	446403	
MIGHTY OF SOUTHEAST TEXAS	33.59	446415	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	446451	
DENNIS LOWE	172.22	446462	
HARRIS COUNTY TOLL ROAD AUTHORITY	423.77	446499	
			41,704.81*
VETERANS SERVICE			
HILARY GUEST	100.17	446375	
			100.17*
			437,261.54**
MOSQUITO CONTROL FUND			
ENTERGY	582.35	446287	
MUNRO'S	52.70	446307	
FASTENAL	73.96	446345	
			709.01**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	98.00	446323	
LEXIS-NEXIS	55.00	446362	
THOMSON REUTERS-WEST	1,851.97	446429	
			2,004.97**
EMPG GRANT			
GREGORY F. FOUNTAIN	272.99	446282	
OFFICE DEPOT	591.38	446310	
SOUTHEAST TEXAS WATER	18.90	446321	
VERIZON WIRELESS	115.93	446356	
			999.20**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	1,036.10	446296	
			1,036.10**
COMMUNITY SUPERVISION FND			
DIANNA L. COLUMBUS	22.48	446270	
OFFICE DEPOT	66.38	446310	
FRED PRYOR SEMINARS & CAREER TRACK	149.00	446312	
SAM HOUSTON STATE UNIVERSITY	795.00	446315	
TEXAS CORRECTIONS ASSOCIATION	275.00	446327	
UNITED STATES POSTAL SERVICE	89.43	446359	
US POSTAL SERVICE	49.00	446367	
ABSHIRE INTERPRETING SERVICES	130.00	446399	
JCCSC	245.00	446411	
THE ARC OF GREATER BEAUMONT	20.00	446424	
EXCEL MEDICAL WASTE LLC	245.00	446450	
			2,086.29**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	877.14	446249	
KIM MCKINNEY, LPC, LMFT	300.00	446304	
OFFICE DEPOT	203.22	446310	
SYSCO FOOD SERVICES, INC.	1,371.75	446326	
TEXAS FIRE & COMMUNICATIONS	185.00	446352	
TOWER COMMUNICATIONS, INC.	60.00	446357	
BEN E KEITH FOODS	1,425.49	446381	
ATTABOY TERMITE & PEST CONTROL	50.00	446405	
SAM'S CLUB DIRECT	56.26	446422	
MATERA PAPER COMPANY INC	445.71	446428	
EXCEL MEDICAL WASTE LLC	35.00	446450	
SOUTHERN SUPPLY	38.50	446465	
			5,048.07**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	225.72	446292	
OFFICE DEPOT	635.44	446310	
FOREMOST PROMOTIONS	772.23	446458	
			1,633.39**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	446359	
			.41**
DEPUTY SHERIFF EDUCATION			
JEFFERSON COUNTY CREDIT CARDS	350.00	446410	
NTOA	2,025.00	446435	
TRAINING FORCE USA	199.00	446474	
			2,574.00**
HOTEL OCCUPANCY TAX FUND			
AT&T	182.54	446322	
UNITED STATES POSTAL SERVICE	16.40	446359	
			198.94**
AIRPORT FUND			
ENTERGY	5,883.26	446289	
JEFFERSON COUNTY CREDIT CARDS	882.00	446410	
			6,765.26**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,190.75	446390	
RELIANCE STANDARD LIFE INSURANCE	6,005.70	446392	
EXPRESS SCRIPTS INC	72,581.14	446487	
UNITEDHEALTHCARE INSURANCE COMPANY	1,194.16	446488	
			101,971.75**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	17,360.52	446388	
			17,360.52**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	16,683.57	446436	
			16,683.57**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,270.00	446400	
			2,270.00**
DISTRICT CRT RECORDS TECH			
CASH ADVANCE ACCOUNT	108.00	446296	
			108.00**
MARINE DIVISION			
AVIALL	124.48	446257	
GT DISTRIBUTORS, INC.	1,166.25	446283	
SETZER HARDWARE, INC.	375.95	446317	
VERIZON WIRELESS	531.86	446356	
BUMPER TO BUMPER	231.89	446383	
JEFFERSON COUNTY CREDIT CARDS	3,370.87	446410	
			5,801.30**
ASAP - CONSTABLE			
US POSTAL SERVICE	292.00	446368	
TRISTAR RISK MANAGEMENT	318.64	446388	
CAPCOG	900.00	446498	
			1,510.64**
SHERIFF - COMMISSARY			
CDW COMPUTER CENTERS, INC.	145.49	446346	
			145.49**
			603,035.85***

RESOLUTION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30th day of April 2018, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

PROPOSAL TO AVOID THE REMOVAL OF THE BROOKS ROAD OVERPASS ON INTERSTATE HIGHWAY 10

WHEREAS, the Texas Department of Transportation (TxDOT) will be making improvements along Interstate Highway 10 (IH-10) to meet the demands of increased traffic; and

WHEREAS, TxDOT has advised that, as part of their plans, they planned to remove the Brooks Road overpass and make improvements in this area of Interstate Highway 10 and that this proposed plan raised issues of safety concerns with respect to designs proposed at Smith Road and for the access road; and

WHEREAS, a public meeting was conducted on May 1, 2018 during which the public expressed considerable objections to the removal of the Brooks Road overpass; and

WHEREAS, TxDOT has recognized that the Jefferson County Commissioners Court and City Council of Beaumont considers the Brooks Road overpass to be a vital route that should remain open during times of emergencies and to provide access to facilities in that area; and

WHEREAS, the Jefferson County Commissioners Court recognizes that the current Brooks Road overpass has served and continues to serve as a route vital to the economic development of property currently accessible by Brooks Road;

WHEREAS, the removal of the Brooks Road overpass will cause unnecessary travel times, expense and increase traffic congestion for those who have relied upon access by the overpass; and

WHEREAS, TxDOT could make modifications that would not make removal of the Brooks Road overpass necessary by foregoing modifications at Smith Road; and

WHEREAS, it is in the best interest of Jefferson County residents to maintain the Brooks Road overpass; and

WHEREAS, the Commissioners Court does agree with the safety concerns expressed at the public hearing about the modifications proposed for ramps for Smith Road, eastbound.

NOW THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Jefferson County, Texas does request that TxDOT forego or postpone planned modifications at Smith Road and Boyt Road give all necessary approvals to TxDOT to utilize funds available to allow the Brooks Road overpass to remain open.

SIGNED this _____ day of _____, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **May 14, 2018**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers. (This will serve to merge all pre-existing agreements.)

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in Beaumont, Jefferson **County**, Texas, "**Center**" and the **County of Jefferson**, a political subdivision of the State of Texas, "**County**". The purpose of this **Agreement** is to fund **Mental Health Liaison** positions for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreement**s contained herein, the parties agree as follows:

I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide **Sheriff's** deputies as **Mental Health Liaisons** to assist in fulfilling the **Center's** mission.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide **Mental Health Liaison** deputies as agreed upon, ("**Liaisons**") for the **Mental Health Liaison Program**. The **Liaisons** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the County and the Center will agree upon the personnel designated as Liaisons.

The **Liaison's** primary responsibilities will include:

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the **Center** PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center;**
6. Serve as a **Liaison** between the Center, law enforcement, hospitals, and judicial entities
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center**.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaisons** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**.

Responsibilities of the Center:

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program**. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison**'s assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III.
TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for partial funding as required for the **Liaison** positions, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV.
DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center** upon request.

V.
CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and **Center** rules.

VI.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the **Sheriff's** compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars ($100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

In addition, the **Center** also agrees to compensate **County** for hours worked on behalf of **Center** in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by **Center**.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy for deputies funded by **Center**.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this **Agreement** may be terminated by **County** without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center**'s obligation to make timely payments.

Center agrees to restrict as part of the **Center**'s fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis,

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VII.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by HHSC during normal business hours.

VIII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this **Agreement** pursuant to which **Center** may provide **County** with access to health information that is protected by state and/or federal law.

IX.
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

X.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

XI.
EXECUTION BY SHERIFF

The **Jefferson County Sheriff** signs this **Agreement** to evidence his/her willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

Executed this _____ day of _____, 2018.

SPINDLETOP CENTER

By: _____
Printed Name:
Chief Executive Officer

Address: 655 South 8th St.
Beaumont, TX 77701

COUNTY OF JEFFERSON

By: _____
Printed Name:
County Judge

Attest: _____
Printed Name:
County Clerk

Address: Jefferson **County**
Attn: **County** Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

JEFFERSON COUNTY SHERIFF'S OFFICE

By: _____
Printed Name:
County Sheriff

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF **SPINDLETOP CENTER** IN OPEN MEETING ON THE ___ DAY OF _____, 2018.

By: _____
Printed Name:
Secretary to the Board of Trustees

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 412	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
SUBCHAPTER B	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).
(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:
(1) the contract term;
(2) the community service(s) to be purchased;
(3) the identification of all parties;
(4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
(5) the method of payment;
(6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
(A) Title VI of the Civil Rights Act of 1964;
(B) Section 504 of the Rehabilitation Act of 1973;
(C) the Americans with Disabilities Act of 1990 (ADA); and
(D) the Age Discrimination in Employment Act of 1967;
(7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and _____, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:

   1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A ` and E.

   1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.

2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

5. Reports. Business Associate agrees to report to Covered Entity:

   5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;

   5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,

   5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

   7.1 *Access*. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual' s right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

   7.2 *Amendment*. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

   8.1 *General Accounting Provisions*. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.

12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, I64.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.

13. Term and Termination.

    13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.

    13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.

    13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

        i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or

        ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.

    13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.

    13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:	Covered Entity:
_____	Spindletop Center
_____	655 S. 8th St.
_____	Beaumont, TX 77701
Attention: _____	Attention: CEO

14.2 *Waiver*. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 *Assignment*. Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

14.4 *Compliance with HITECH; Agreement to Amend BAA*. The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.

14.5 *Entire Agreement*. This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

14.6 *Governing Law*. This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.

14.7 *Counterparts*. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

AGREED AND ACKNOWLEDGED:

BUSINESS ASSOCIATE:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

COVERED ENTITY:

Spindletop Center

By: _____

Name: _____

Title: _____

Date: _____

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

May 9, 2018

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of April 30, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.774%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury discount rate on April 30, 2018 was 1.80% and the interest on your checking accounts for the month of April was .30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda May 14, 2018, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for April, 2018,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END APRIL 30, 2018 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Apr-18	$7,749.97	$7,749.97	100	0.300%	30-Apr-18	NONE	30	30	7580310386	WELLS FARGO	$7,749.97				$7,749.97
CDs and Securities																
FNMA 1.375%	21-Jun-16	$2,000,000.00	$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	417	1095	3136G3RD9	WELLS SECURITIES	$1,976,680.00	$98.83	$9,930.56	$41,250.00	$1,986,610.56
FNMA 1.40%	21-Jun-16	$2,000,000.00	$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	417	1095	3136G3RM9	NATIONAL ALLIANCE	$1,979,000.00	$98.95	$10,111.11	$42,000.00	$1,989,111.11
FHLMC 1.25%	30-Sep-16	$2,000,000.00	$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	518	1095	3134GAHW7	NATIONAL ALLIANCE	$1,965,280.00	$98.26	$2,013.89	$37,500.00	$1,967,293.89
FHLMC 1.30%	18-Oct-16	$2,000,000.00	$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	536	1095	3134GAPF5	NATIONAL ALLIANCE	$1,955,980.00	$97.80	$938.89	$39,000.00	$1,956,918.89
FNMA 1.80%	16-Oct-17	$2,000,000.00	$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	900	1096	3136G4PQ0	COASTAL SECURITIES	$1,955,740.00	$97.79	$1,500.00	$18,000.00	$1,957,240.00
FHLB 1.95%	06-Nov-17	$2,000,000.00	$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	920	1095	3130ACLP7	COASTAL SECURITIES	$1,963,180.00	$98.16	$18,958.33	$0.00	$1,982,138.33
FHLB 2.20%	29-Jan-18	$2,500,000.00	$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	1005	1096	3130ADC26	NATIONAL ALLIANCE	$2,461,200.00	$98.45	$14,055.56	$0.00	$2,475,255.56
FFCB 2.47%	12-Feb-18	$2,000,000.00	$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	1019	1096	3133EJCK3	NATIONAL ALLIANCE	$1,981,480.00	$99.07	$10,840.56	$0.00	$1,992,320.56
FHLMC 2.42%	28-Feb-18	$2,000,000.00	$2,000,000.00	100	2.420%	28-Feb-21	26-Feb-19	1035	1096	3134GSDF9	FTN CAPITAL MARKETS	$1,982,060.00	$99.10	$8,470.00	$0.00	$1,990,530.00
FNMA 2.75% (NEW)	30-Apr-18	$2,000,000.00	$2,000,000.00	100	2.750%	30-Apr-21	30-Oct-18	1096	1096	3136G4SH7	HILLTOP SECURITIES	$1,999,580.00	$99.98	$152.78	$0.00	$1,999,732.78
FHLMC 1.30%	23-Aug-16	$4,000,000.00	$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	480	1095	3134GAAF1	COASTAL SECURITIES	$3,944,560.00	$98.61	$9,822.22	$78,000.00	$3,954,382.22
FNMA 1.55%	27-Dec-16	$2,000,000.00	$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	606	1095	3136G4JK0	NATIONAL ALLIANCE	$1,970,260.00	$98.51	$10,677.78	$31,000.00	$1,980,937.78
FHLMC 1.70%	30-Jun-17	$2,000,000.00	$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	791	1095	3134GBVT6	NATIONAL ALLIANCE	$1,962,100.00	$98.11	$11,522.22	$16,905.56	$1,973,622.22
FHLMC 1.85%	24-Jul-17	$2,000,000.00	$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	816	1096	3134GBZE5	NATIONAL ALLIANCE	$1,964,040.00	$98.20	$9,969.44	$18,500.00	$1,974,009.44
ICD-BMW Bank 1.35%*	12-Feb-16	$248,000.00	$248,000.00	100	1.350%	12-Feb-19	None	288	1096	05580ADT8	WELLS SECURITIES	$248,000.00	$100.00	$715.46	$6,705.17	$248,715.46
ICD-Discover Bk 1.60%*	13-Nov-15	$248,000.00	$248,010.87	100	1.600%	13-Nov-18	None	197	1096	254672WL8	WELLS SECURITIES	$248,000.00	$100.00	$1,837.24	$7,946.87	$249,837.24
ICD-Ally Bank 1.60%*	13-Nov-15	$248,000.00	$248,010.87	100	1.600%	13-Nov-18	None	197	1096	02006LVQ3	WELLS SECURITIES	$248,000.00	$100.00	$1,837.24	$7,946.87	$249,837.24
ICD-Goldman S. 1.65%*	13-Nov-15	$248,000.00	$248,011.21	100	1.650%	13-Nov-18	None	197	1096	38148JZ53	WELLS SECURITIES	$248,000.00	$100.00	$1,894.65	$8,195.21	$249,894.65
* (Investment CD's)														$125,247.93	$352,949.68	

	TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.	MATURITY	TOTAL MARKET VALUE	TOTAL BOOK VALUE
INVESTMENT ACCT	$7,749.97	$7,749.97					$7,749.97	
CDs and Securities	$31,492,000.00	$31,492,682.95	1.774%	2.472%	724	DAYS	$31,053,140.00	
TOTALS ALL ACCTS:	**$31,499,749.97**	**$31,500,432.92**					**$31,060,889.97**	**$31,186,137.90**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF APRIL 30, 2018

MARKET VALUE OF PLEDGE SECURITIES	**$201,384,569.88**
BALANCE IN ALL ACCOUNTS:	**$80,925,189.79**
OVER OR (UNDER) AMOUNT:	**$120,459,380.09**
	248.85%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess, Jefferson County Investment Officer

APRIL, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Apr-18	$7,749.97	$7,749.97		0.300%	30-Apr-18		30	7580310386	WELLS FARGO	$1.91	
FHLMC 1.25%	30-Sep-16	$2,000,000.00	$2,000,000.00	100	1.250%	30-Sep-19	02-Apr-18	1095	3134GAHW7	NATIONAL ALLIANCE	$12,500.00	
FNMA 1.80%	16-Oct-17	$2,000,000.00	$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-18	1096	3136G4PQ0	COASTAL SECURITIES	$18,000.00	
FHLMC 1.30%	18-Oct-16	$2,000,000.00	$2,000,000.00	100	1.300%	18-Oct-19	18-Apr-18	1095	3134GAPF5	NATIONAL ALLIANCE	$13,000.00	
												$43,501.91
CHECKING INTEREST												
POOLED CASH ACCT		APRIL INTEREST			0.300%					WELLS FARGO	$17,686.48	
OTHER COUNTY ACCTS		APRIL INTEREST			0.300%					WELLS FARGO	$1,347.14	
TAX LICENSE ACCT		MARCH INTEREST			0.300%					WELLS FARGO	$189.32	$19,222.94
TOTAL		**$6,007,749.97**	**$6,007,749.97**								**$62,724.85**	**$62,724.85**

FISCAL YEAR 2017-2018

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	1.130%	$23,413.26	0.300%
NOVEMBER	1.239%	$15,349.08	0.300%
DECEMBER	1.420%	$71,947.03	0.300%
JANUARY	1.480%	$36,374.88	0.300%
FEBRUARY	1.570%	$48,601.52	0.300%
MARCH	1.680%	$20,248.36	0.300%
APRIL	1.800%	$62,724.85	0.300%
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		**$ 278,658.98**	

Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
tfunchess@co.jefferson.tx.us

May 09, 2018

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank is requesting release of the excess collateral pledged to the funds of Jefferson County through the Bank of New York-Mellon Trust Company.

Currently we have collateral in place totaling $201,834,570 versus our $80,925,190 in deposits; 249%.

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO

FOR COMMISSIONERS COURT AGENDA May 14, 2018
Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County.

Permit No. 04-P-18

Precinct No. 2 1/3 1

BOND # ROG0001266

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 4/06/2018

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Coastal Caverns, Inc. (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Ethylene(12-inch carbon steel pipe); Fiber Optic (2-inch conduit w/ 4" carbon steel casing. location of which is fully described as follows:

Hillebrandt Road, Hebert Road, and Knauth Road (see as depicted on attached drawings)

20 pages of drawings attached.
Construction will begin on or after ~~April~~ JUNE 1, 2018.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

5	road crossing @ $100.00	$ 500
1.08	miles parallel @ $150.00/mile or fraction	$ 150
	TOTAL	$ 650

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Coastal Caverns, Inc.

By _____

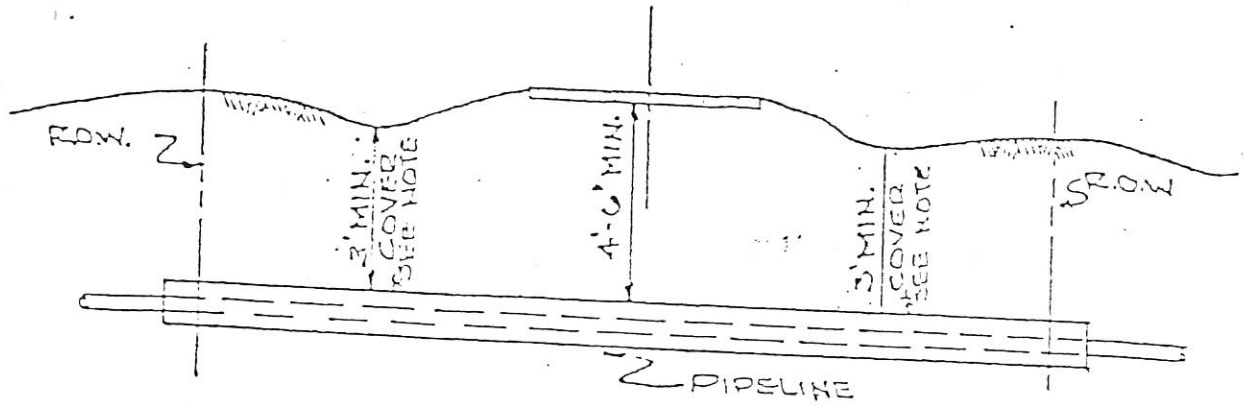
Title David Branch, Chief Operating Officer

Address 6045 Highland Avenue

Beaumont, Texas 77720

Phone No. 832-500-7582

FAX No. —

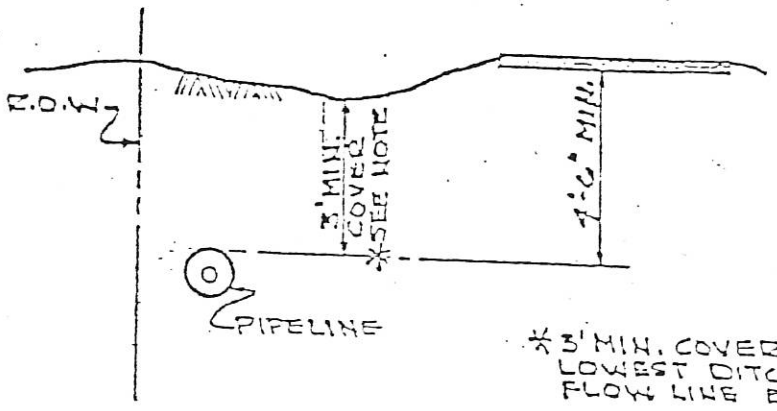


*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W. EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING

* SEE ATTACHED ENGINEERS SPECIFICATION. DESIGN FOR ADDITIONAL COVERAGE, PIPE COATING IN LEW OF INCASED PIPE SPECIFICATION.



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is $ 75,000 00

Director of Engineering

05/14/18
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 75,000.00 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

04-P-18

Job No. 12930-00

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

MAY 2018
Received
Jefferson County
Engineer's Office

May 7, 2018

Jefferson County Engineering Department
ATTN: Ernest Clement
1149 Pear Street, 5th Floor
Jefferson County Courthouse
Beaumont, Texas 77701

RE: Coastal Caverns, Inc.
Proposed 12-Inch Ethylene Pipeline
Application for Pipeline Permit

Dear Mr. Clement:

Coastal Caverns, Inc. is respectfully requesting authorization to install a 12-inch carbon steel pipeline and a 2-inch HPDE conduit line (installed inside a 4-inch carbon steel case). The project will be installed via horizontal directional drill and conventional bore methods across Hillebrandt Road and Knauth Road. The project will also cross Hebert Road (via open cut methods) and will be installed in parallel alignment within its right-of-way.

Enclosed for your review is a permit application package including five signed originals, associated permit drawings, and a check made payable to Jefferson County in the amount of $650, for the combined road crossing fee. The required bond in the amount of $75,000 is also included.

If any additional information is required, please do not hesitate to contact me at (713) 219-4406 or at mtaylor@mphinc.com. Please send any correspondence to me at the Houston, Texas address above.

Sincerely,

Marie Taylor
Environmental and Regulatory Services

Enclosures

BOND NO. ROG0001266

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Coastal Caverns, Inc. as Principal, and RLI Insurance Company, 2925 Richmond Avenue, Suite 1600, Houston, TX 77098, an Illinois corporation, as Surety, are held and firmly bound unto Jefferson County, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701, as Obligee, in the sum of Seventy Five Thousand and No/100 ---------- Dollars ($75,000.00---------) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been or is about to be granted a permit (the "Permit") by the Obligee for the construction of one 12-Inch Ethylene Pipeline and an associated Fiber Optic Line to be installed in and across the following Jefferson County right-of-ways: Hillebrandt Road, Hebert Road, Knauth Road.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. This Bond may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto.

2. The term of this Bond shall be from 5/1/2018 to 5/1/2019.

3. Any claim must be presented in writing during the term of this Bond to RLI Insurance Company to the attention of Greg E. Chilson, 2925 Richmond Avenue, Suite 1600, Houston, TX 77098.

4. Surety shall have no obligation to the Principal, the Obligee or any other person or entity for any loss suffered by the Principal, the Obligee or any other person or entity by reason of acts or omissions which are or could be covered by the Obligee's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.

5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Obligee.

6. The Obligee will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Permit.

7. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 1st day of May, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Coastal Caverns, Inc.
Principal

By _____ CFO

RLI Insurance Company
2925 Richmond Ave, Suite 1600
Houston, TX 77098
Surety

By _____
Michelle Madl, Attorney-in-Fact

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Acknowledgment of Surety

STATE OF Illinois
COUNTY OF Peoria } ss.

On this 1st day of May, 2018, before me, a Notary Public in and for said County, personally appeared Michelle Madl, personally known to me, who being by me duly sworn did say that he/she is the aforesaid Attorney In Fact of the **RLI Insurance Company** of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:

05/26/2020

Gretchen Johnigk
Notary Public

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. ROG0001266

Know All Men by These Presents:

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Michelle Madl in the City of Peoria, State of Illinois, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Thousand and 00/100 Dollars ($ 75,000.00) for any single obligation, and specifically for the following described bond.

Principal: COASTAL CAVERNS, INC.
Obligee: Jefferson County
Bond Amount: $ 75,000.00
Effective Date: May 1, 2018

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of May, 2018.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois } SS
County of Peoria }

On this 1st day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 1st day of May, 2018.

RLI Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

A00AS817_SUBS

RLI®
2925 Richmond Ave., Suite 1600
Houston, TX 77098
Phone: (713)961-1300 Fax: (713)961-0285

Texas Policyholder Notice

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company**'s toll free telephone number for information or to make a complaint at (800)223-2293.

You may also write to **RLI Insurance Company** at:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)223-2293.

Usted tambien puede escribir a **RLI Insurance Company**:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

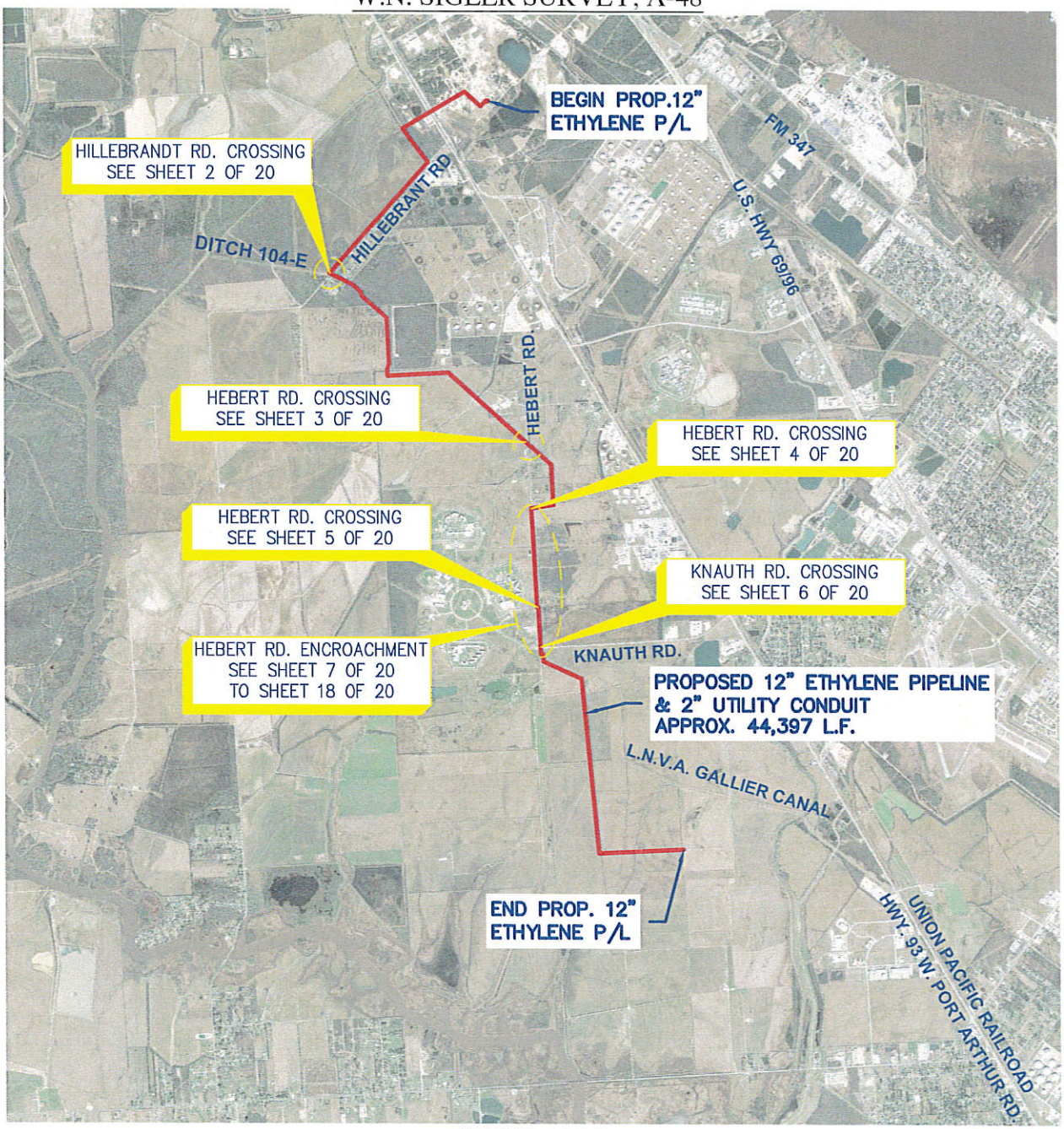
Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:
Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:
Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

JEFFERSON COUNTY, TEXAS
J. DOUTHIT SURVEY, A-114
W.N. SIGLER SURVEY, A-48



GRAPHIC SCALE

6000' 3000' 0 6000' 12000'

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
JEFFERSON COUNTY ROAD CROSSINGS
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

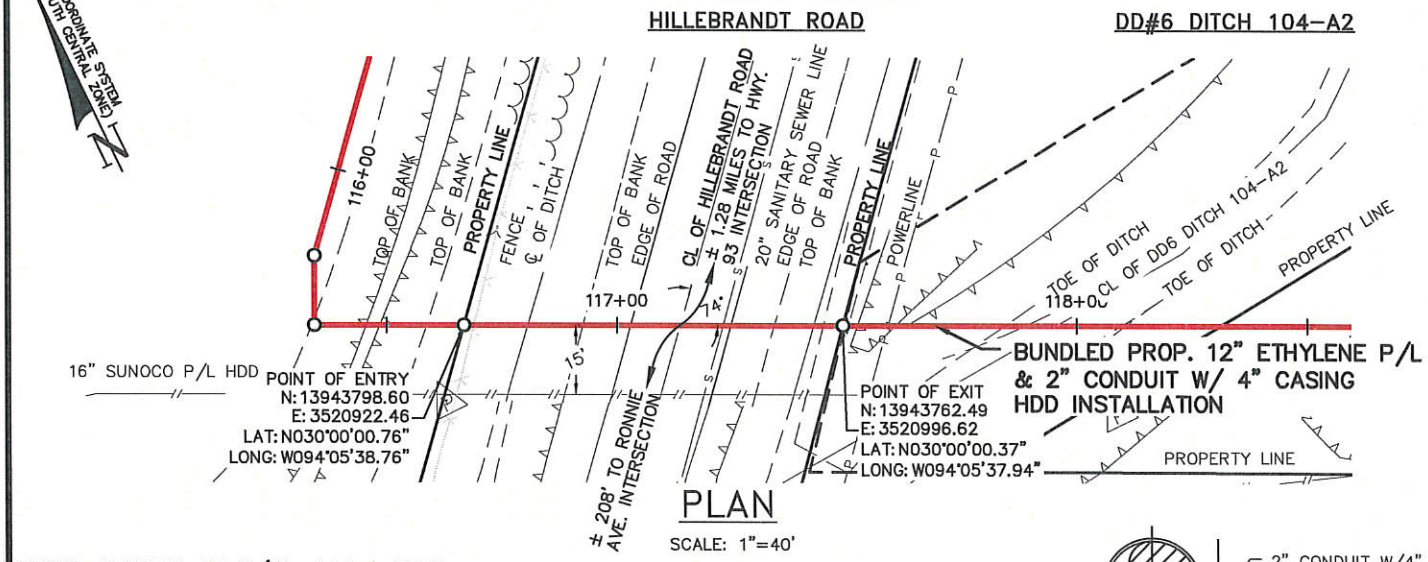
mph Morris P. Hebert, Inc.
surveying & engineering

Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY:	JA	SHEET:	1 OF 20
CHECKED BY:	JAG	SCALE:	AS INDICATED
APPROVED BY:		DATE:	12/07/17
DRAWING NO.:	12930-4601		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4601.dwg plotted on Apr 02, 2018 - 11:41am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
DOUTHIT SURVEY A-114

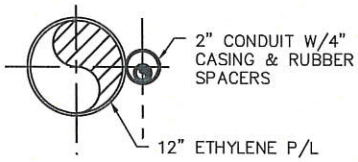


PLAN
SCALE: 1"=40'

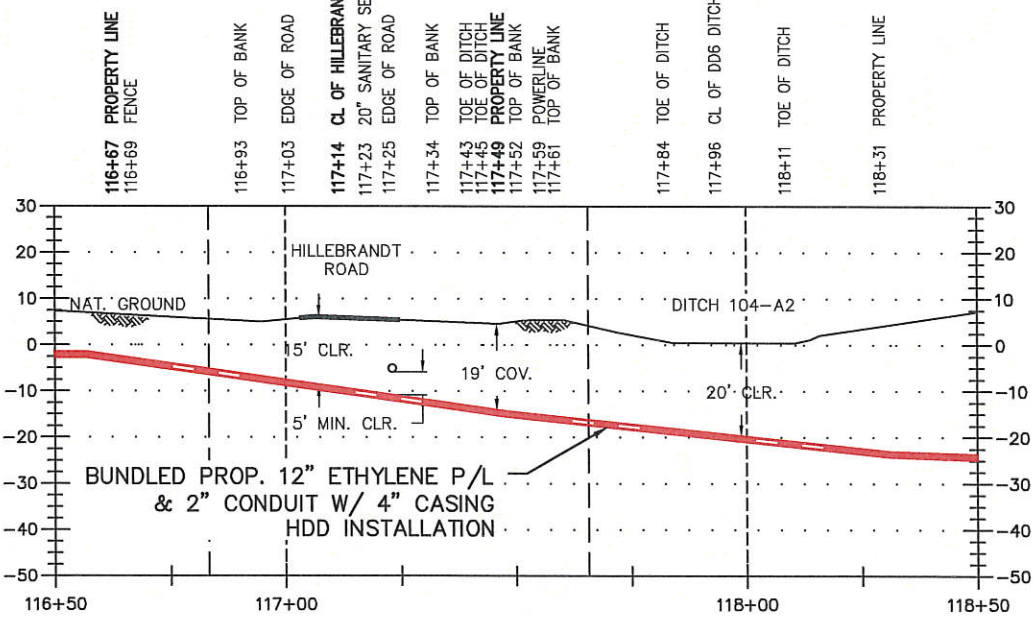
TOTAL LENGTH OF R/W: ±82.4 FEET

PROPOSED PIPELINE WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES.



HDD BUNDLE DETAIL
N.T.S.



PROFILE
HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=40'

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

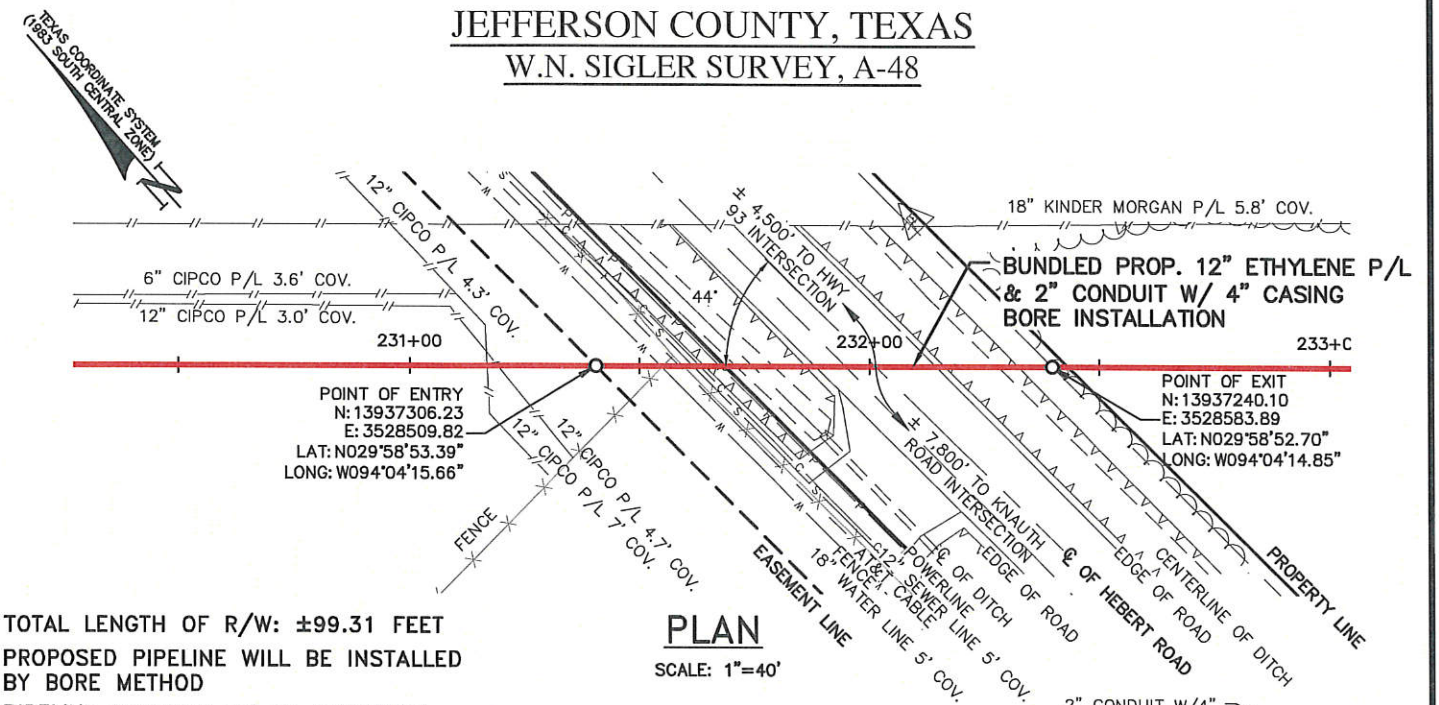
AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT WITH 4-INCH CASING
CROSSING HILLEBRANDT ROAD
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
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-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
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DRAWN BY:	JA	SHEET:	2 OF 20
CHECKED BY:	JAG	SCALE:	AS INDICATED
APPROVED BY:		DATE:	12/05/17
DRAWING NO.:	12930-4602		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4602.dwg plotted on Apr 02, 2018 - 11:39am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

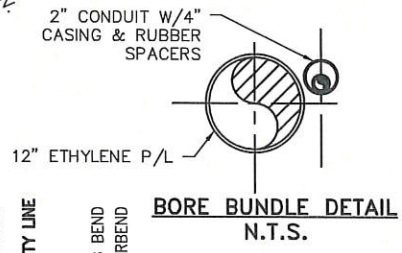


TOTAL LENGTH OF R/W: ±99.31 FEET

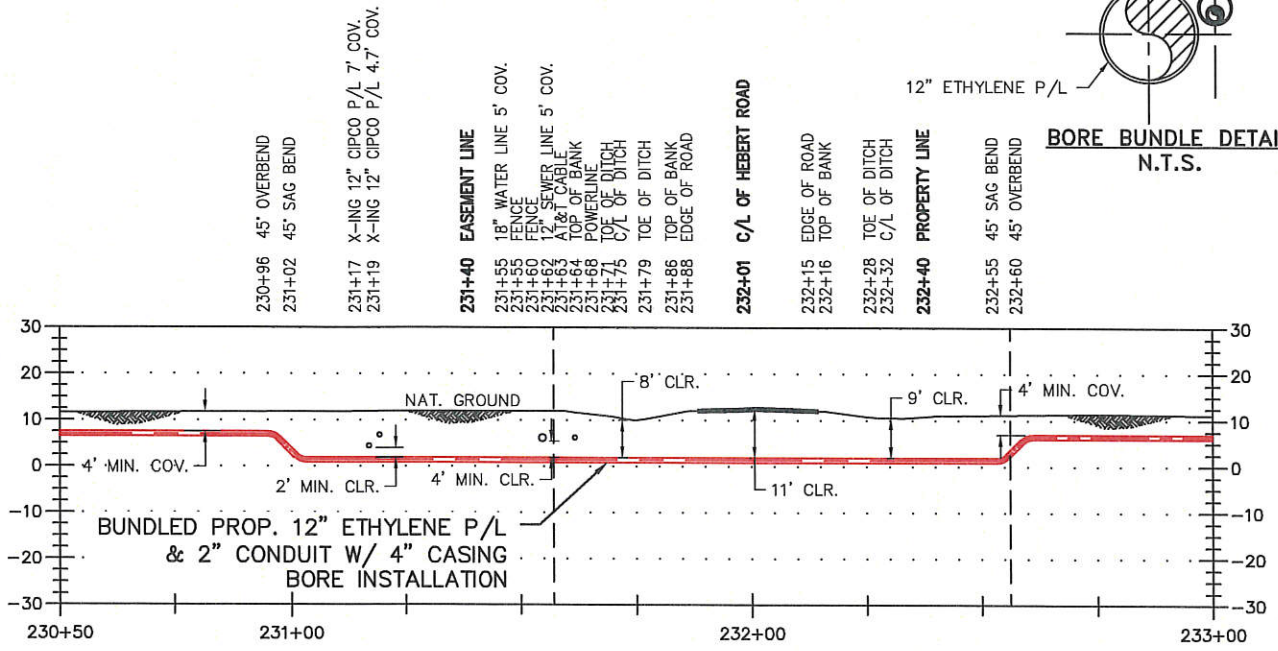
PROPOSED PIPELINE WILL BE INSTALLED BY BORE METHOD

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES.

PLAN
SCALE: 1"=40'



BORE BUNDLE DETAIL
N.T.S.



PROFILE
HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=40'

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

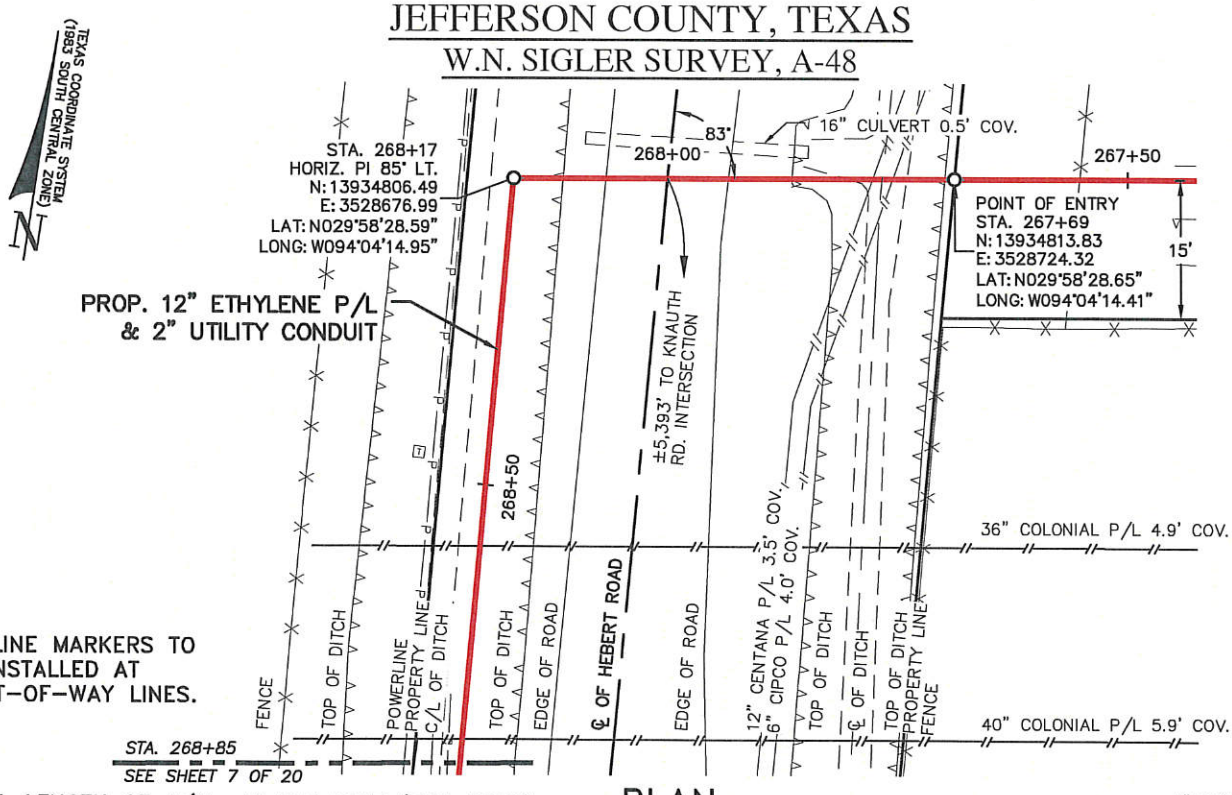
AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT WITH 4-INCH CASING
CROSSING HEBERT ROAD
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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283 Corporate Drive
Houma, Louisiana 70360
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10101 South West Freeway, Suite 620
Houston, Texas, 77074
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DRAWN BY:	JA	SHEET:	3 OF 20
CHECKED BY:	JAG	SCALE:	AS INDICATED
APPROVED BY:		DATE:	11/22/17
DRAWING NO.:	12930-4603		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4603.dwg plotted on Apr 02, 2018 - 11:35am ACAD ver 20.1s (LMS Tech)

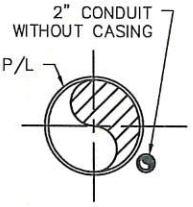
JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48



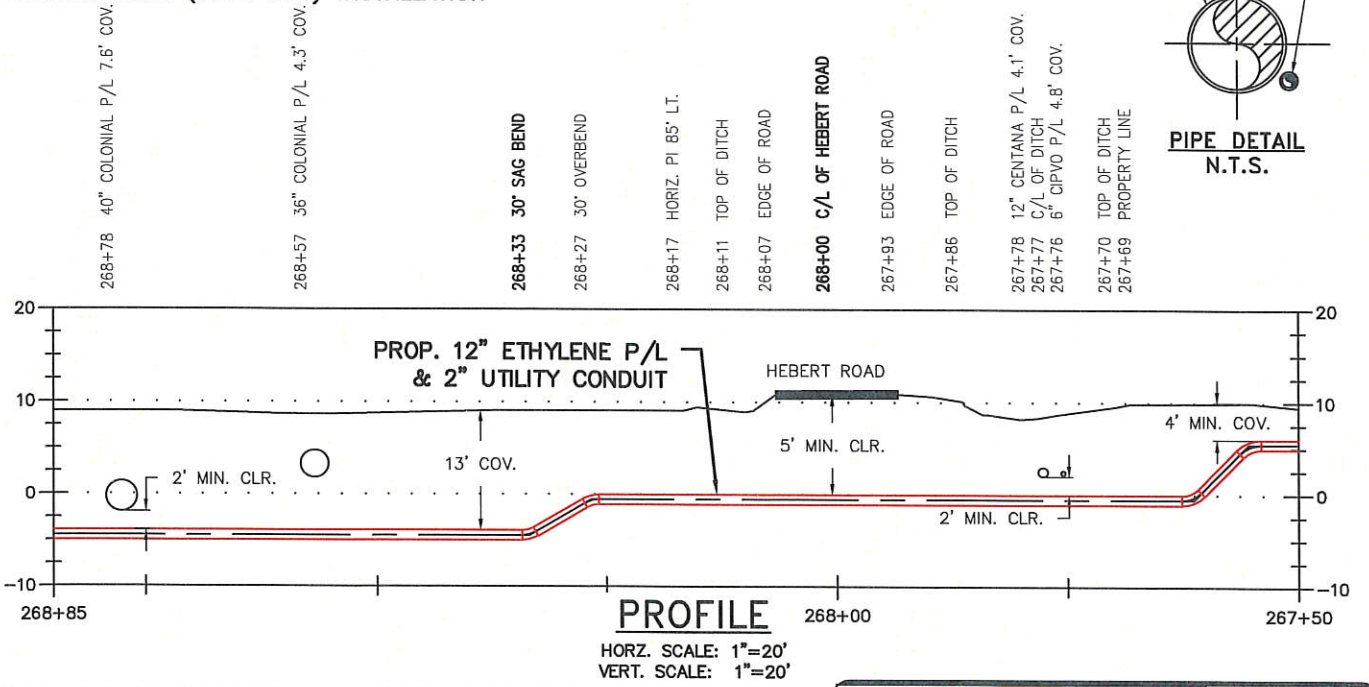
PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES.

TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED BY CONVENTIONAL (OPEN CUT) INSTALLATION

PLAN
SCALE: 1"=20'



PIPE DETAIL
N.T.S.



PROFILE
HORZ. SCALE: 1"=20'
VERT. SCALE: 1"=20'

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	HG

COASTAL CAVERNS, INC.

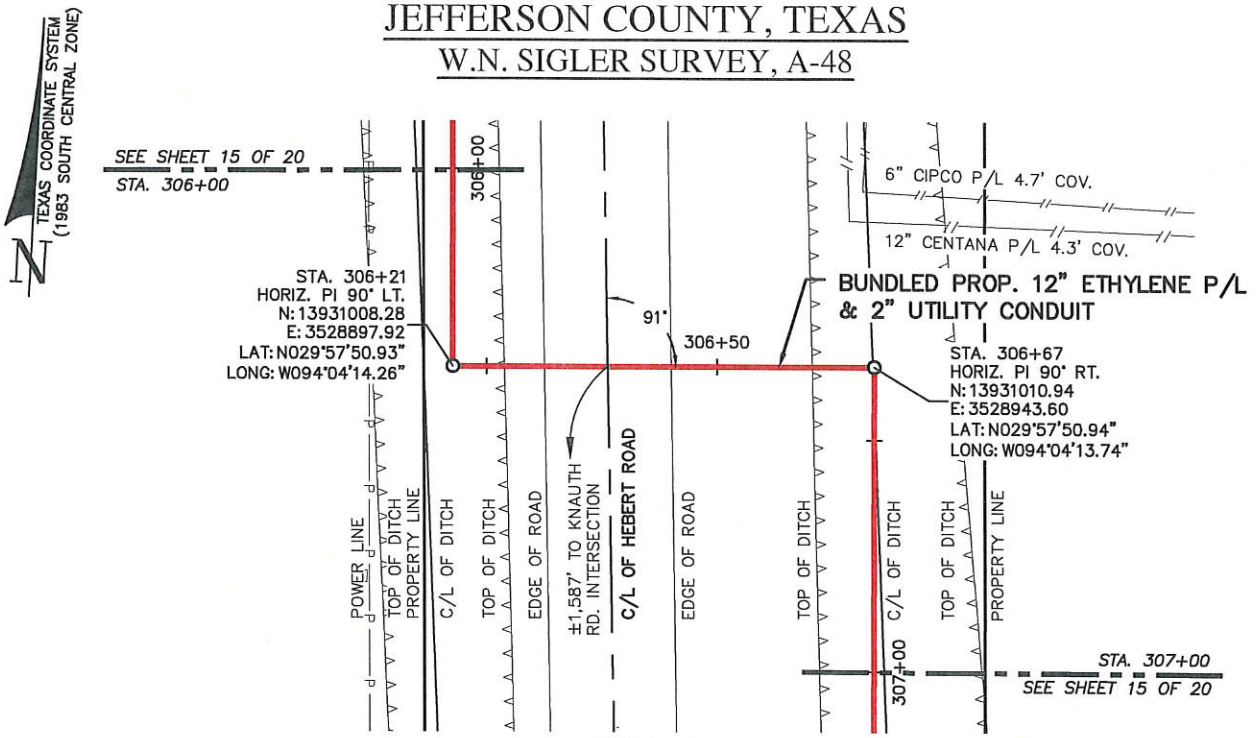
AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
CROSSING HEBERT ROAD
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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Houma, Louisiana 70360
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DRAWN BY:	HG	SHEET:	4 OF 20
CHECKED BY:	---	SCALE:	1"=20'
APPROVED BY:		DATE:	03/09/18
DRAWING NO.:	12930-4604		

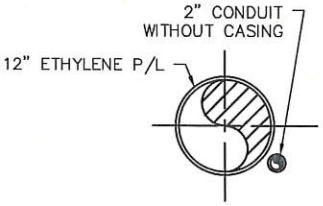
H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4604.dwg plotted on Apr 02, 2018 - 11:27am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

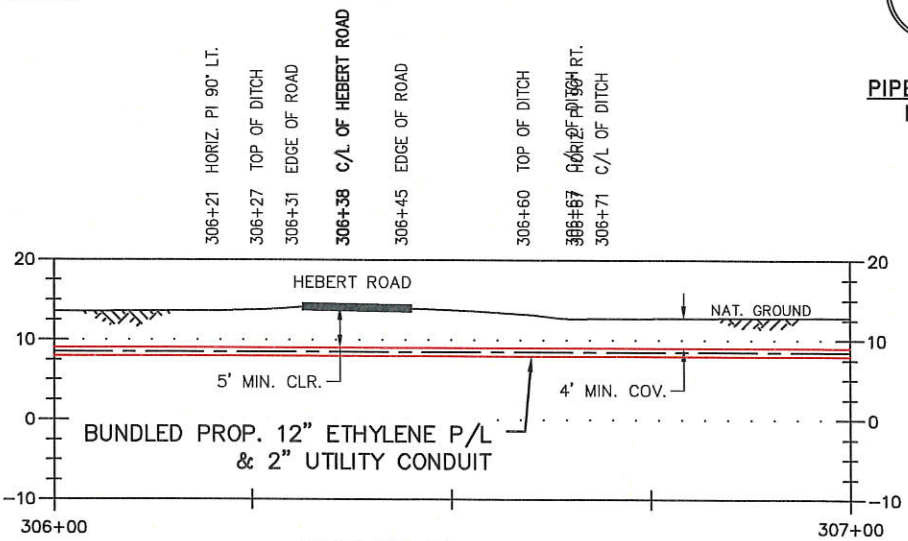


PLAN
SCALE: 1"=20'

TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED BY CONVENTIONAL (OPEN CUT) INSTALLATION
PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES.



PIPE DETAIL
N.T.S.



PROFILE
HORZ. SCALE: 1"=20'
VERT. SCALE: 1"=20'

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
CROSSING HEBERT ROAD
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

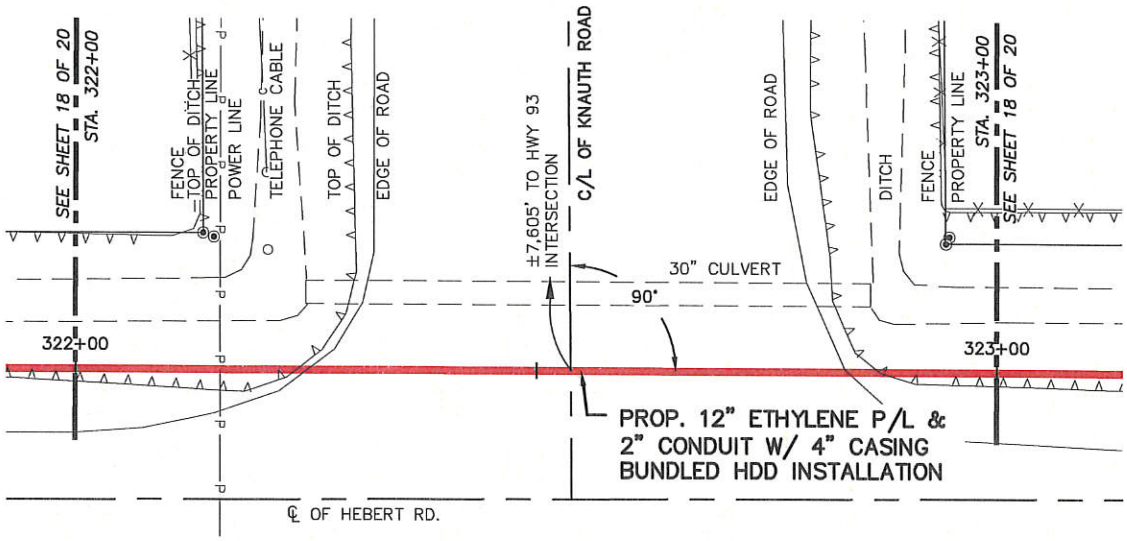
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-HOUSTON FACILITY-
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DRAWN BY:	JZ	SHEET:	5 OF 20
CHECKED BY:	---	SCALE:	AS INDICATED
APPROVED BY:		DATE:	03/09/18
DRAWING NO.:	12930-4605		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4605.dwg plotted on Apr 02, 2018 - 11:26am ACAD ver 20.1s (LMS Tech)

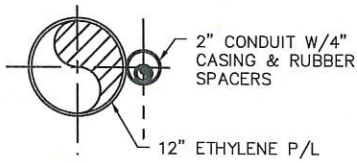
JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM
(1983 SOUTH CENTRAL ZONE)

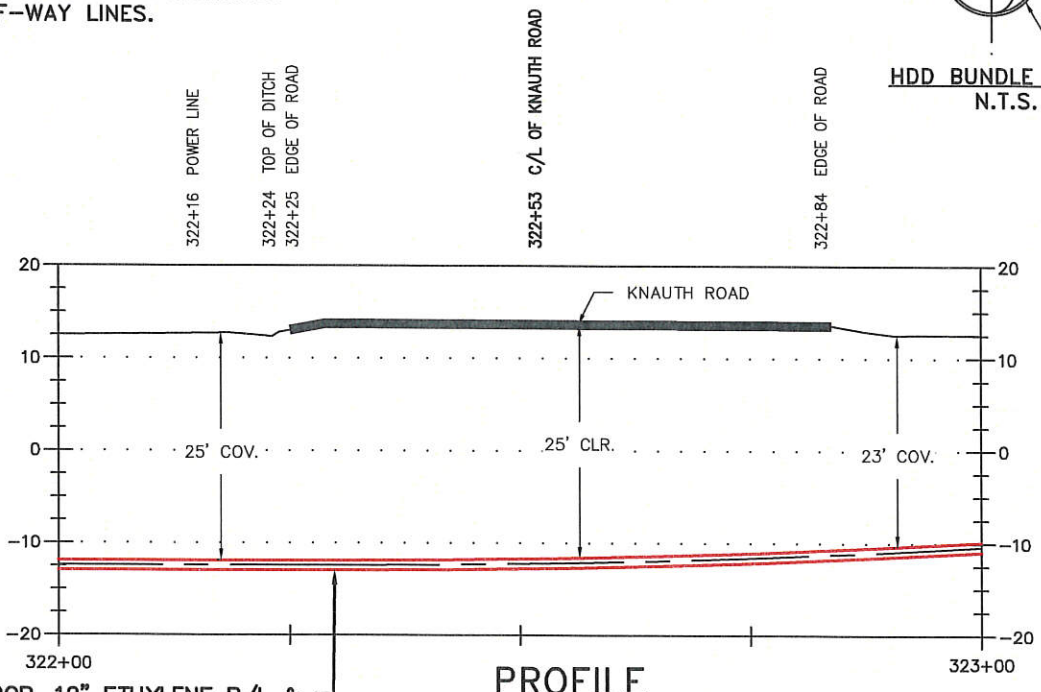


TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED BY HORIZONTAL DIRECTIONAL DRILL METHOD
PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES.

PLAN
(SCALE: 1"=20')



HDD BUNDLE DETAIL
N.T.S.



PROFILE
(HORZ. SCALE: 1"=20')
(VERT. SCALE: 1"=20')

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

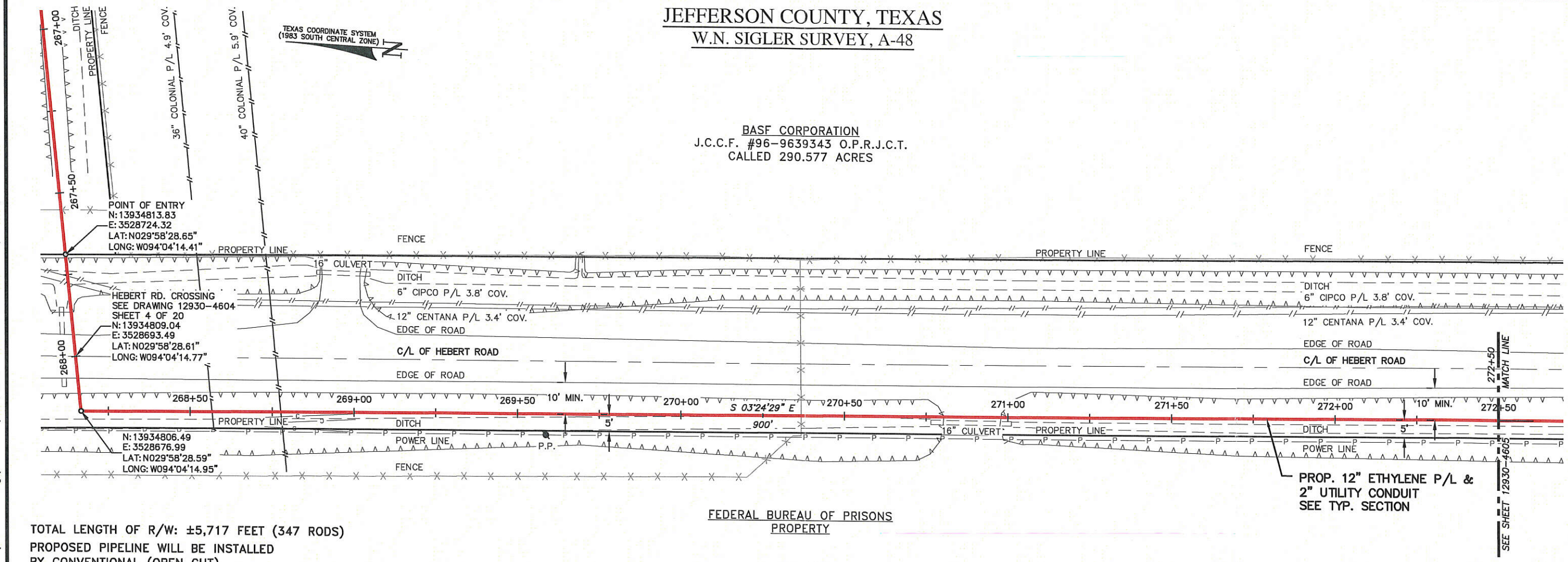
PLAN & PROFILE
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT WITH 4-INCH CASING
CROSSING KNAUTH ROAD
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9053
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DRAWN BY:	JZ	SHEET:	6 OF 20
CHECKED BY:	JAG	SCALE:	1"=20'
APPROVED BY:		DATE:	03/09/18
DRAWING NO.:	12930-4606		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4606.dwg plotted on Apr 02, 2018 - 11:24am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

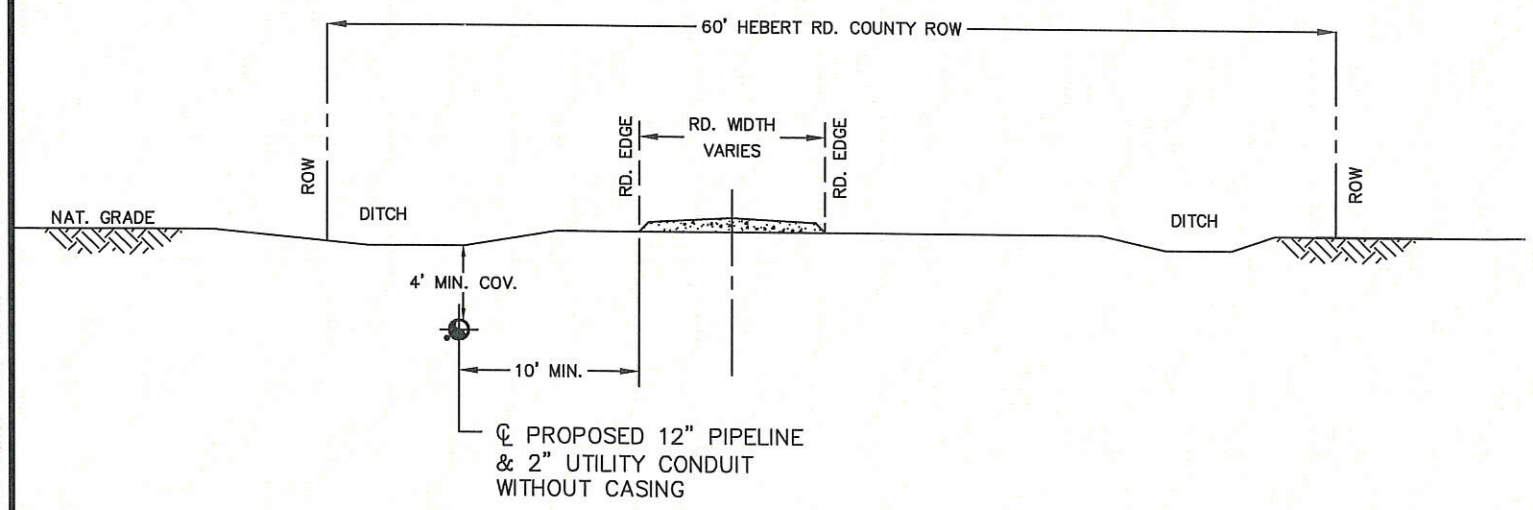


FEDERAL BUREAU OF PRISONS
PROPERTY

PLAN

SCALE: 1"=30'

TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED
BY CONVENTIONAL (OPEN CUT),
HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE
2-INCH UTILITY CONDUIT
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

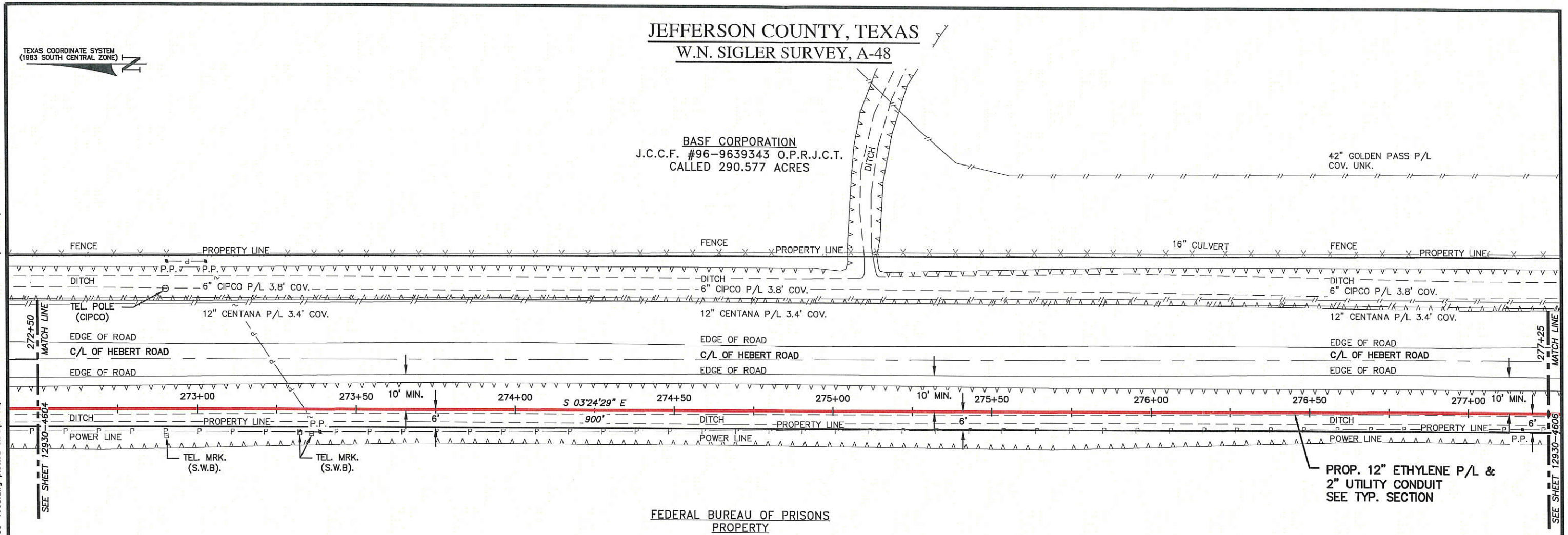
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DRAWN BY:	HG	SHEET:	7 OF 20
CHECKED BY:	--	SCALE:	1"=20'
APPROVED BY:		DATE:	03/09/18
DRAWING NO.:	12930-4607		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4607.dwg plotted on Apr 02, 2018 - 11:19am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

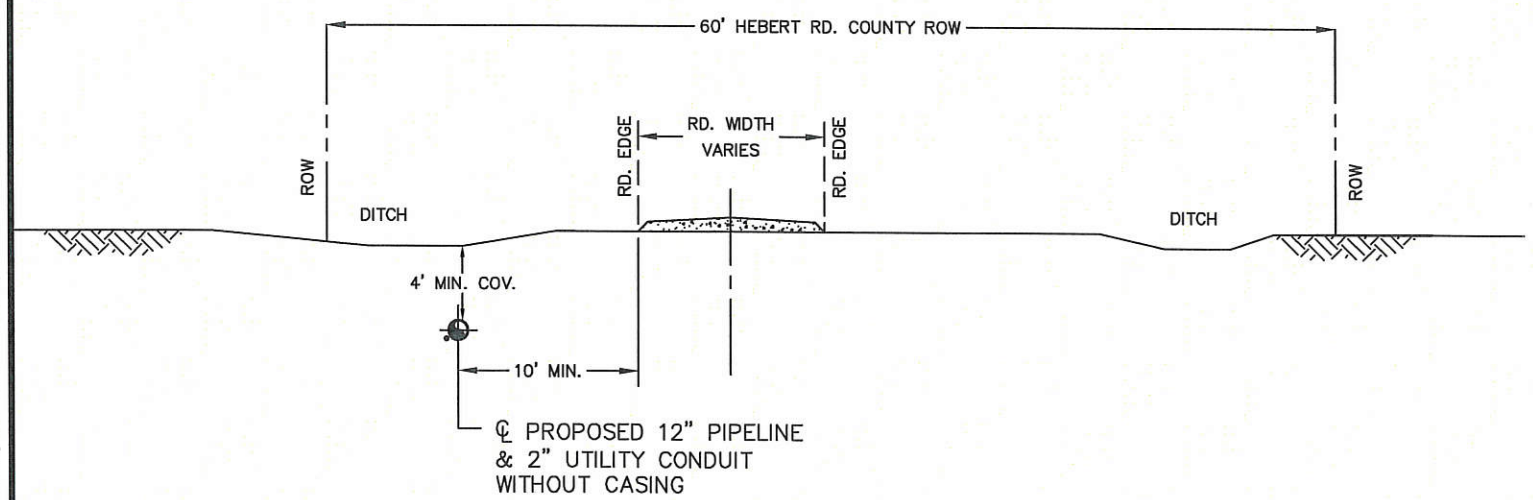


FEDERAL BUREAU OF PRISONS
PROPERTY

TOTAL LENGTH OF R/W: ±5,717 FEET (347) RODS
PROPOSED PIPELINE WILL BE INSTALLED
BY CONVENTIONAL (OPEN CUT),
HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS

PLAN
SCALE: 1"=30'

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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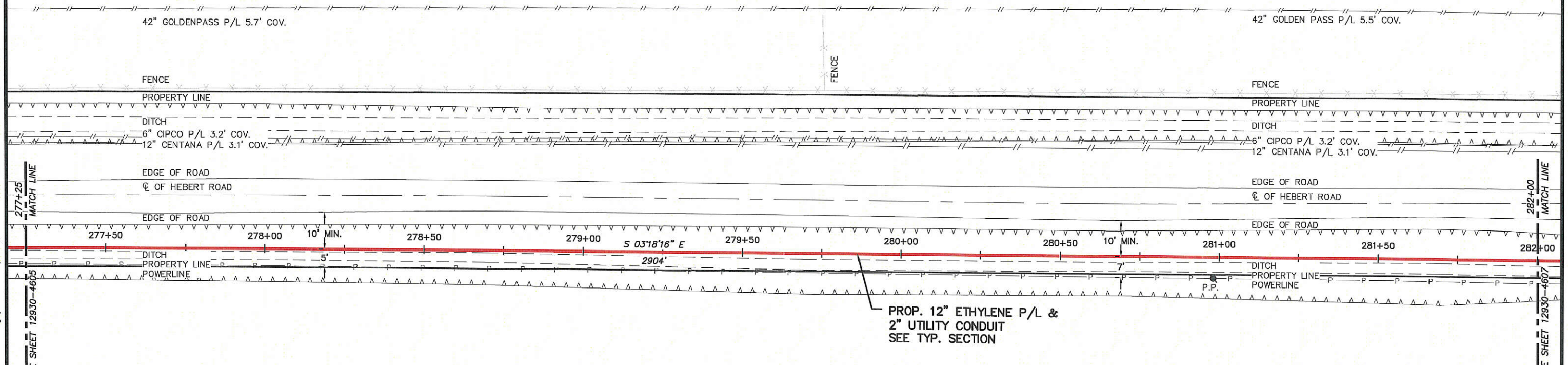
DRAWN BY: HG	SHEET: 8 OF 20
CHECKED BY: --	SCALE: 1"=30'
APPROVED BY:	DATE: 03/09/18
DRAWING NO.: 12930-4608	

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4608.dwg plotted on Apr 02, 2018 - 11:18am ACAD ver 20.1s (LMS Tech)

TEXAS COORDINATE SYSTEM
(1983 SOUTH CENTRAL ZONE)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES

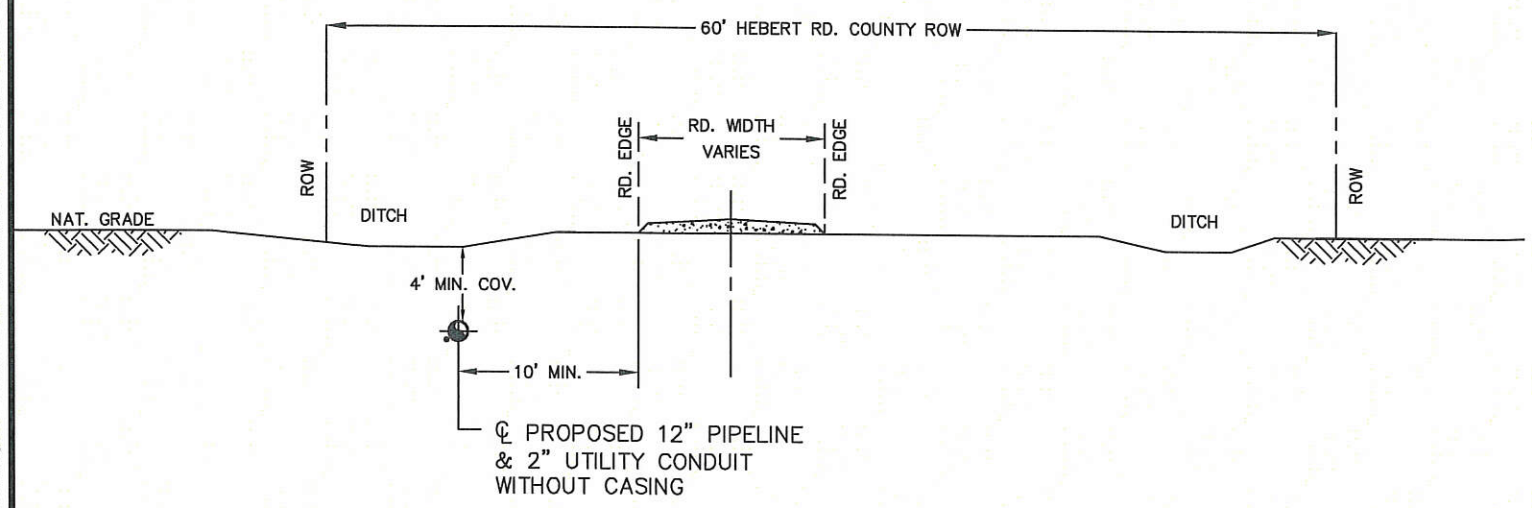


FEDERAL BUREAU OF PRISONS
PROPERTY

PLAN
SCALE: 1"=30'

TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED
BY CONVENTIONAL (OPEN CUT),
HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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Houma, Louisiana 70360
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-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
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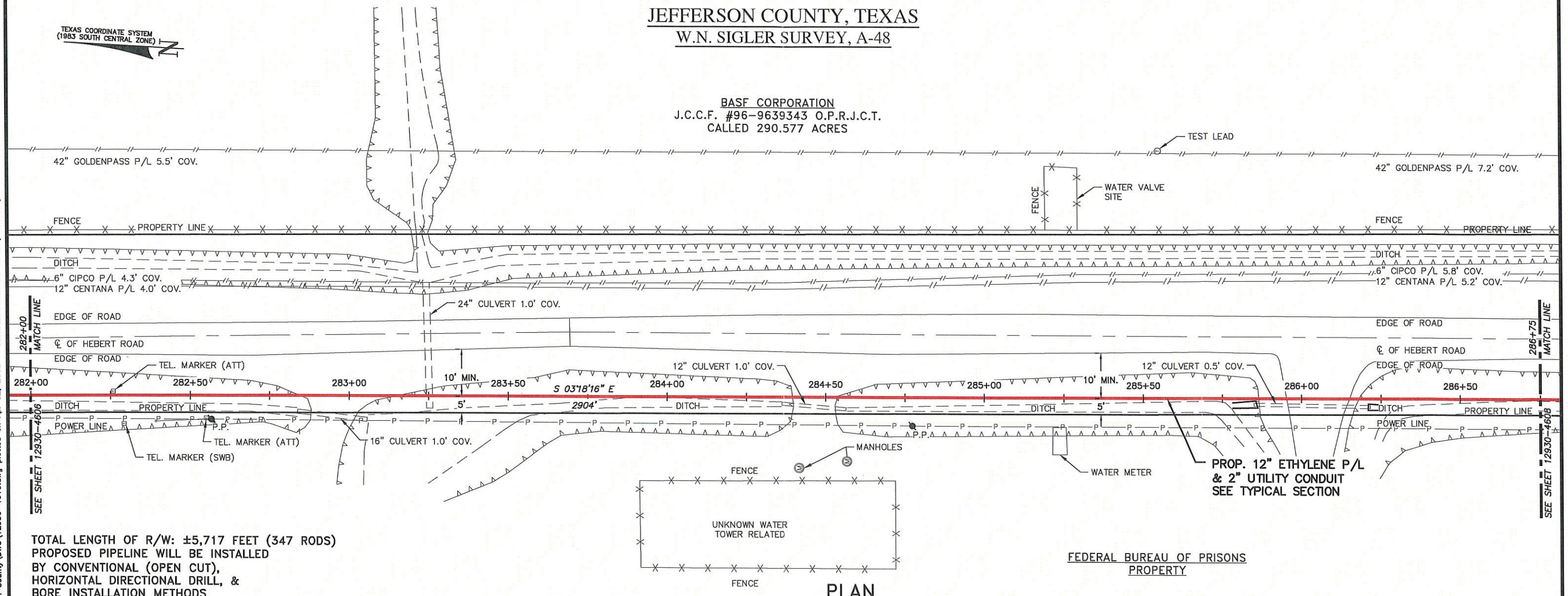
DRAWN BY: JZ	SHEET: 9 OF 20
CHECKED BY: --	SCALE: 1"=30'
APPROVED BY:	DATE: 03/09/18
DRAWING NO.: 12930-4609	

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601-6700 Jefferson County\DWG\12930-4609.dwg plotted on Apr 02, 2018 - 11:17am ACAD ver 20.1s (LMS Tech)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES

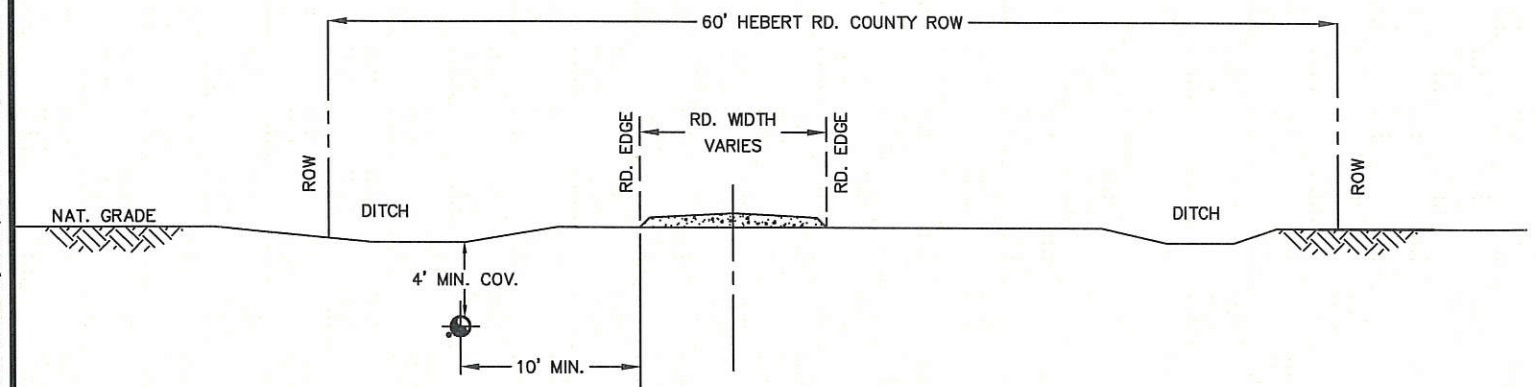


TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED
BY CONVENTIONAL (OPEN CUT),
HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS

PLAN
SCALE: 1"=30'

FEDERAL BUREAU OF PRISONS
PROPERTY

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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Houma, Louisiana 70360
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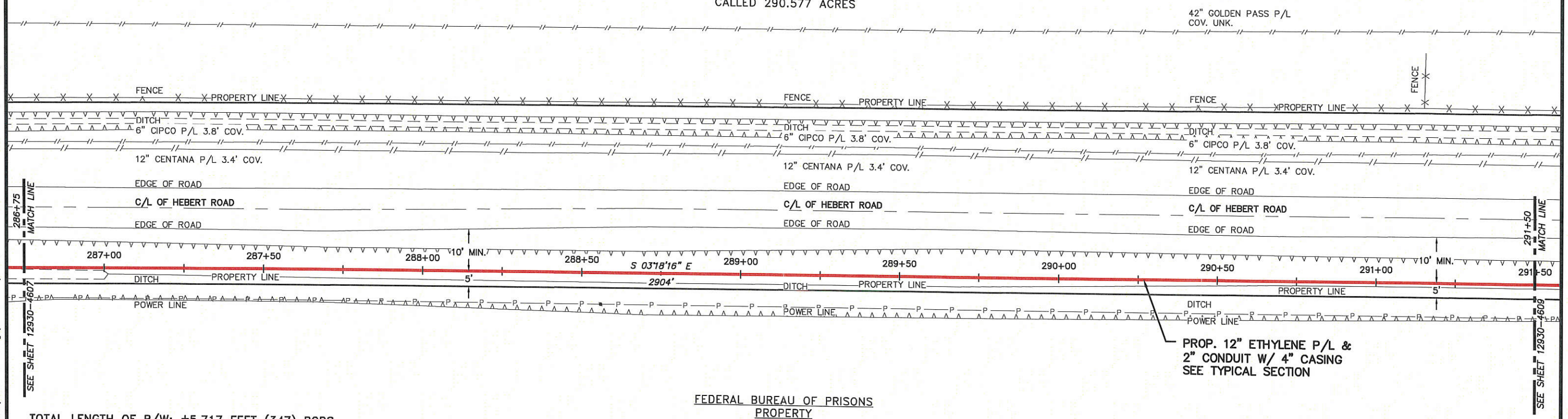
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TEXAS COORDINATE SYSTEM
(1983 SOUTH CENTRAL ZONE)

JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES



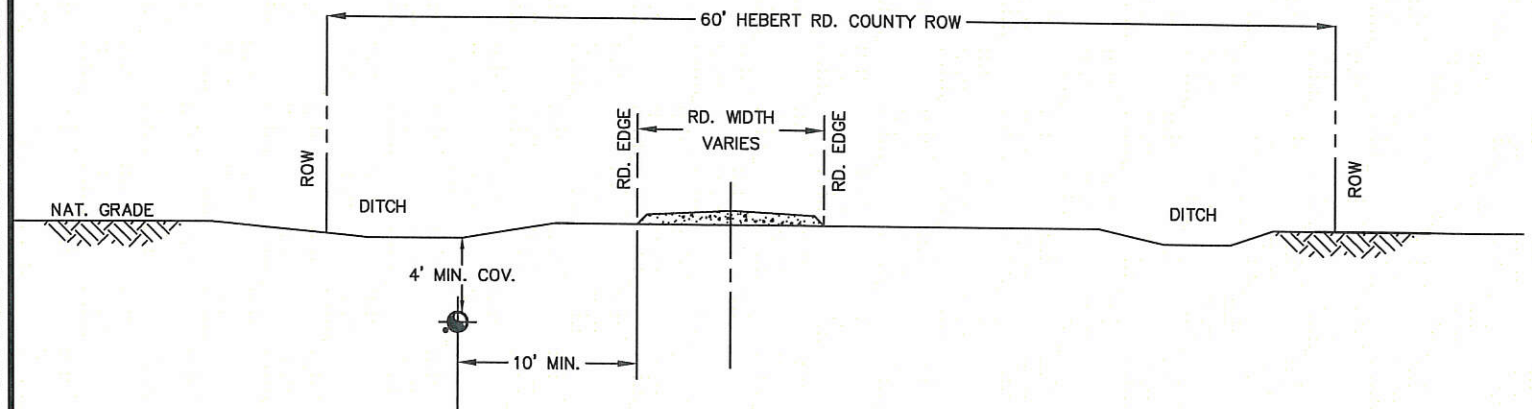
FEDERAL BUREAU OF PRISONS
PROPERTY

TOTAL LENGTH OF R/W: ±5,717 FEET (347) RODS
PROPOSED PIPELINE WILL BE INSTALLED
BY CONVENTIONAL (OPEN CUT),
HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS

PLAN

SCALE: 1"=30'

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	HG

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc.
surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
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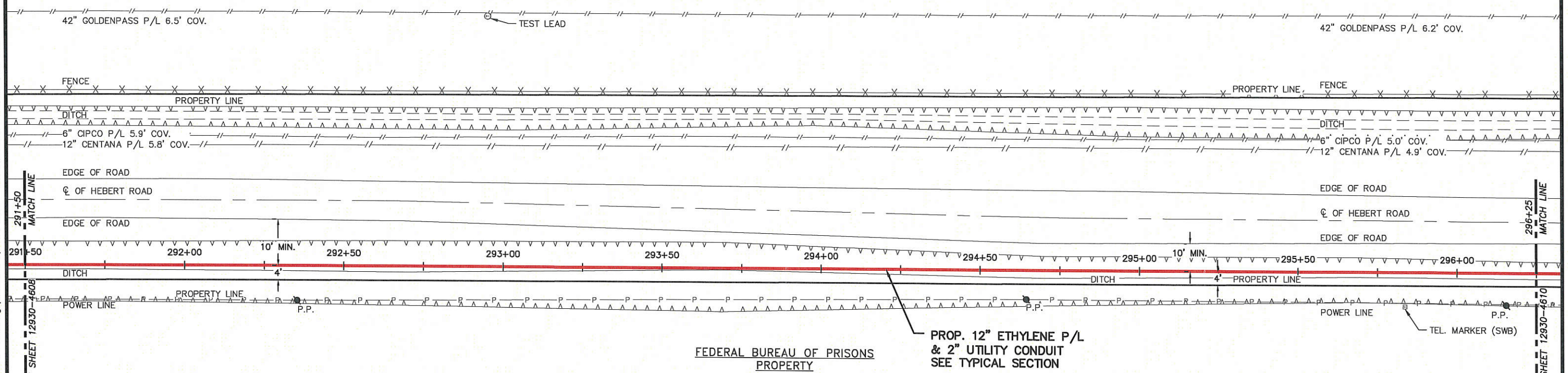
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CHECKED BY: --	SCALE: 1"=30'
APPROVED BY:	DATE: 03/09/18
DRAWING NO.: 12930-4611	

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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES

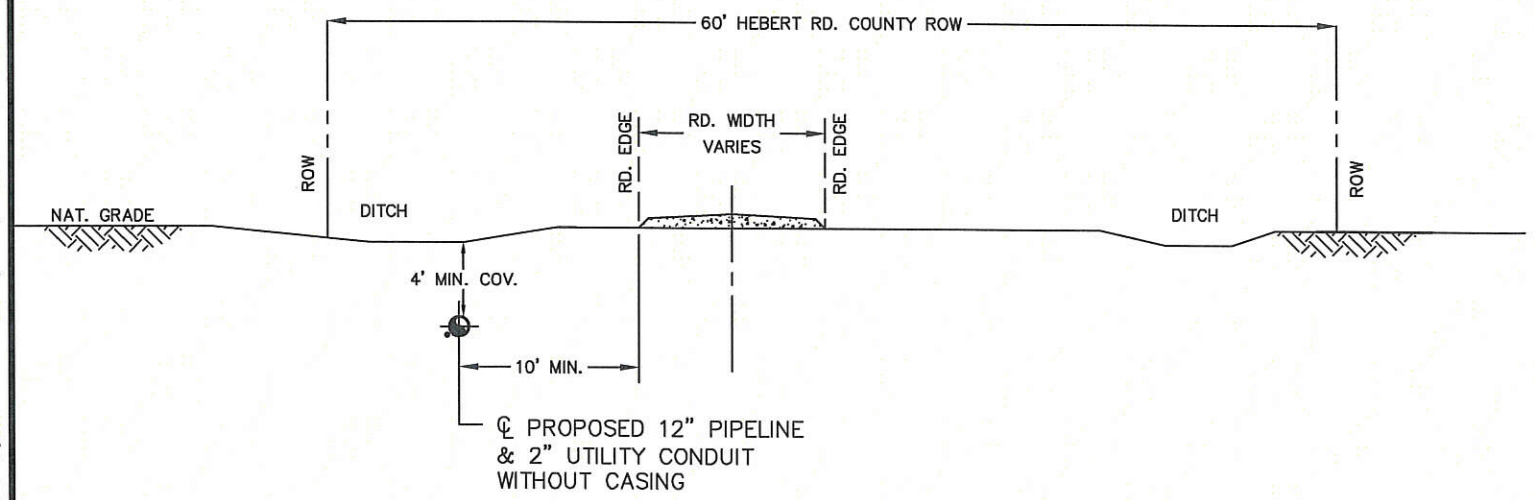


PROP. 12" ETHYLENE P/L
& 2" UTILITY CONDUIT
SEE TYPICAL SECTION

FEDERAL BUREAU OF PRISONS
PROPERTY

PLAN
SCALE: 1"=30'

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HORIZONTAL DIRECTIONAL DRILL, &
BORE INSTALLATION METHODS



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.

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0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

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HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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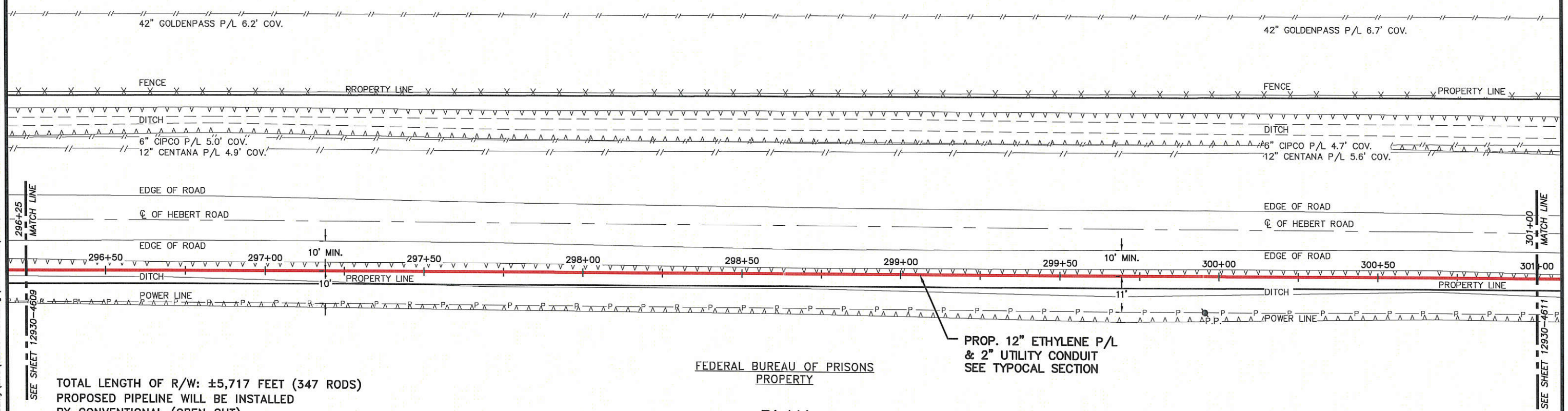
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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

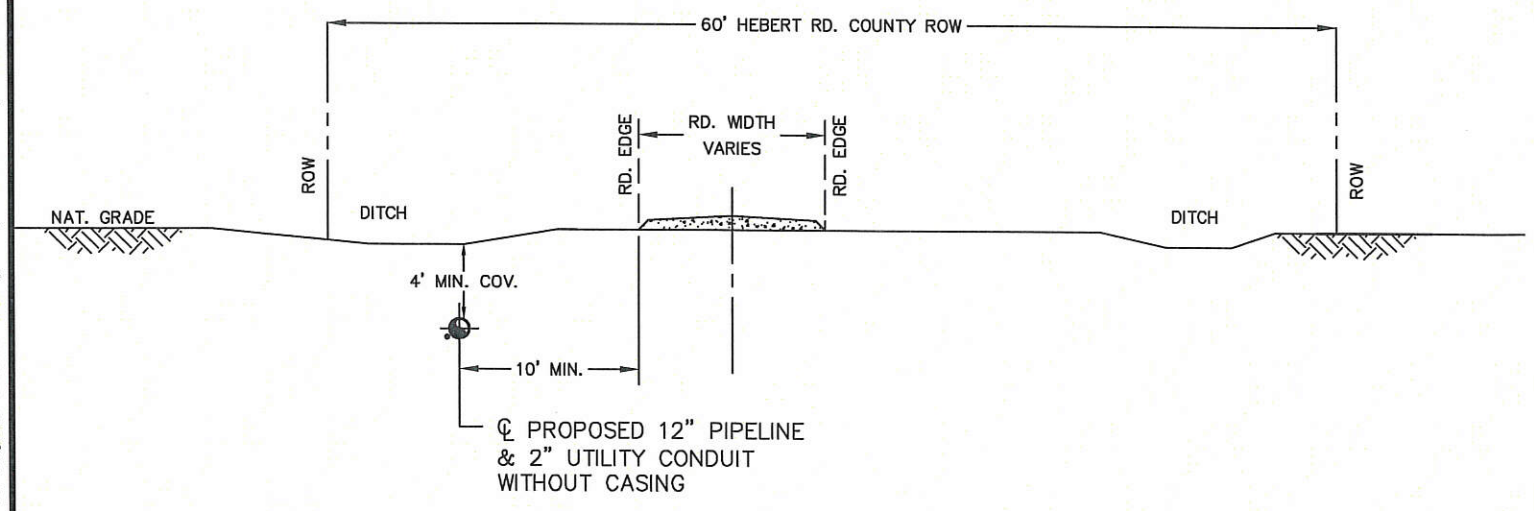
BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES



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BORE INSTALLATION METHODS

FEDERAL BUREAU OF PRISONS
PROPERTY

PLAN
SCALE: 1"=30'



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.

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0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

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CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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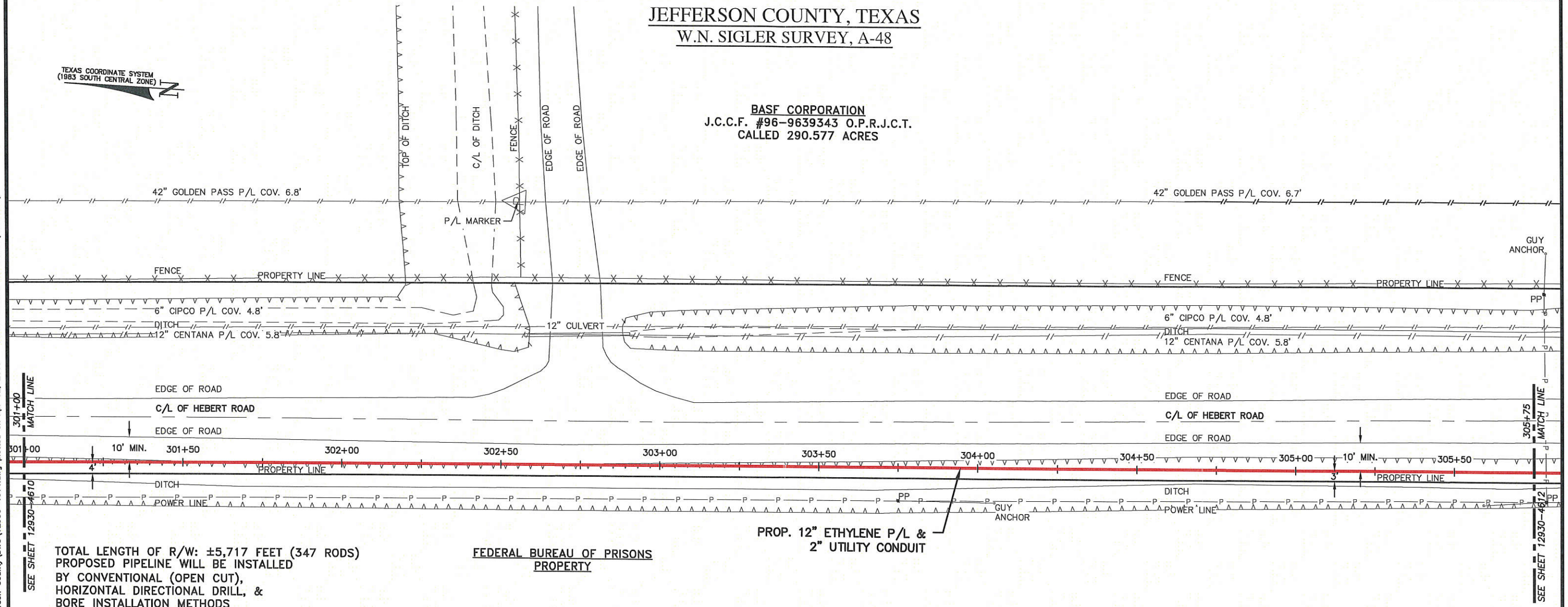
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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES

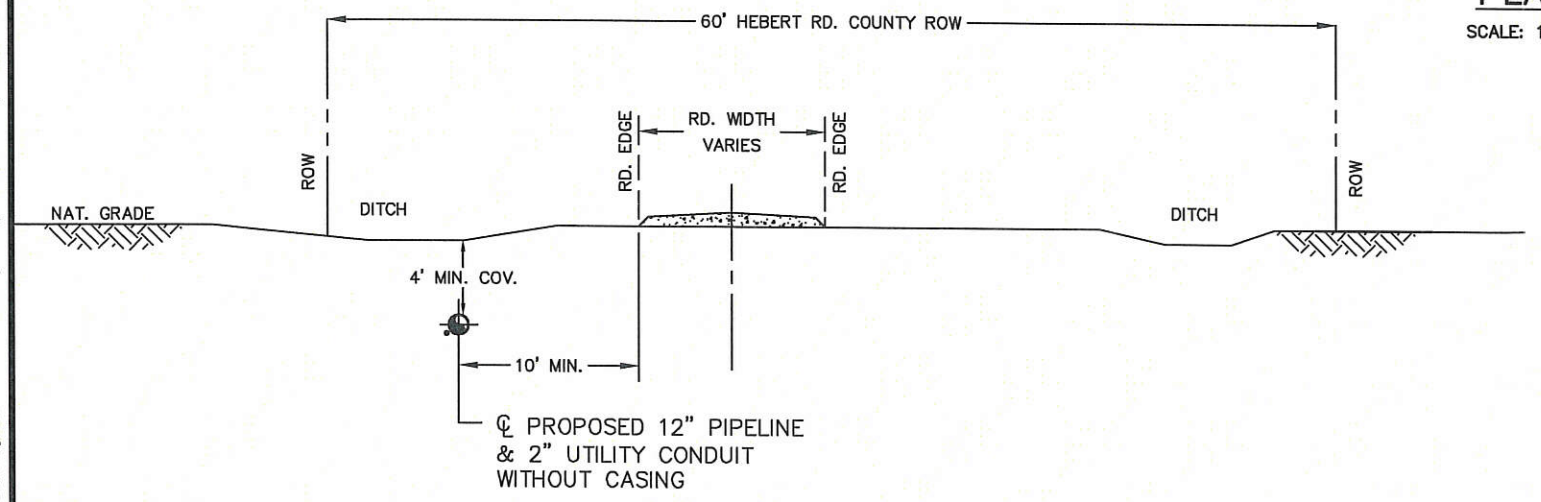


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BORE INSTALLATION METHODS

FEDERAL BUREAU OF PRISONS
PROPERTY

PLAN
SCALE: 1"=30'

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TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

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COASTAL CAVERNS, INC.

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PROPOSED 12-INCH ETHYLENE PIPELINE &
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CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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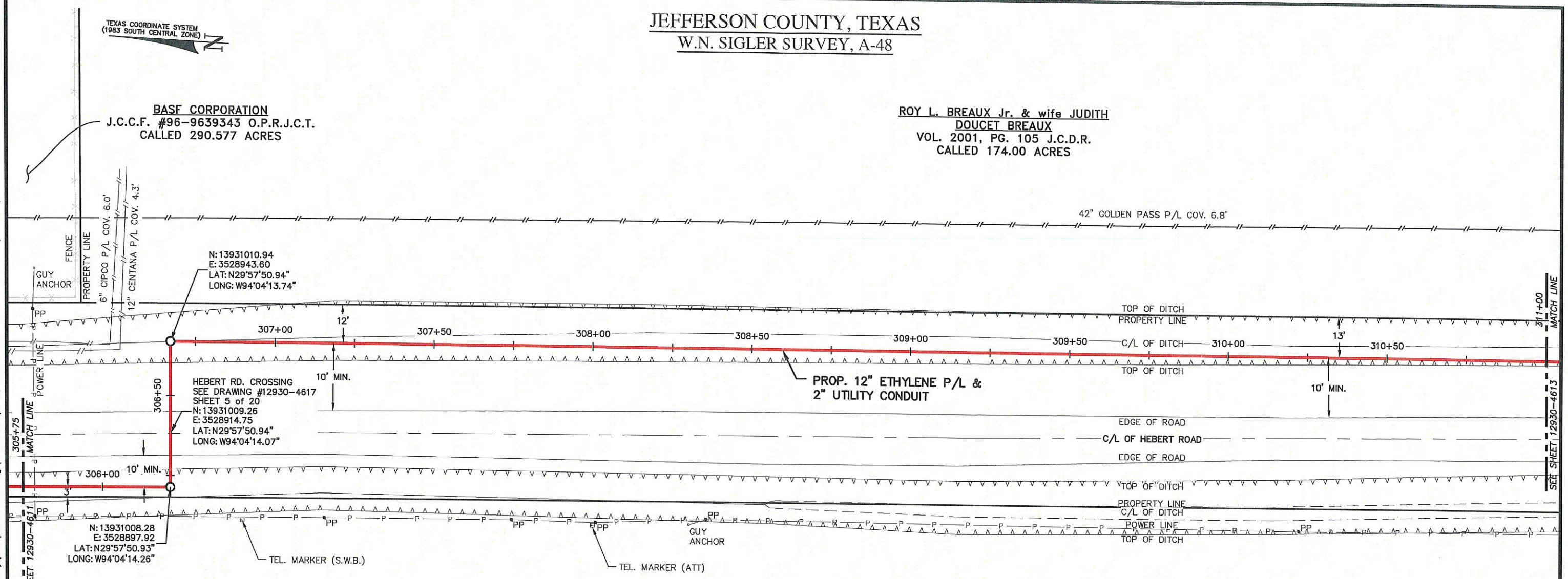
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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

BASF CORPORATION
J.C.C.F. #96-9639343 O.P.R.J.C.T.
CALLED 290.577 ACRES

ROY L. BREAUX Jr. & wife JUDITH DOUCET BREAUX
VOL. 2001, PG. 105 J.C.D.R.
CALLED 174.00 ACRES

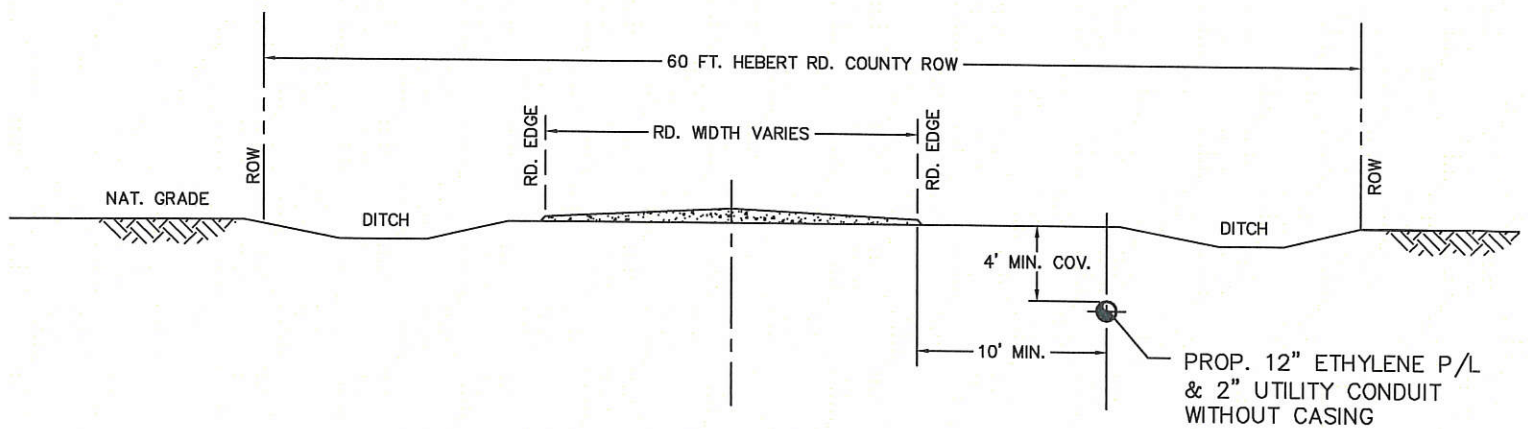


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BORE INSTALLATION METHODS

FEDERAL BUREAU OF PRISONS PROPERTY

PLAN
SCALE: 1"=30'

PIPELINE MARKERS TO BE INSTALLED AT RIGHT-OF-WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT-OF-WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
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COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
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HEBERT ROAD ENCROACHMENT
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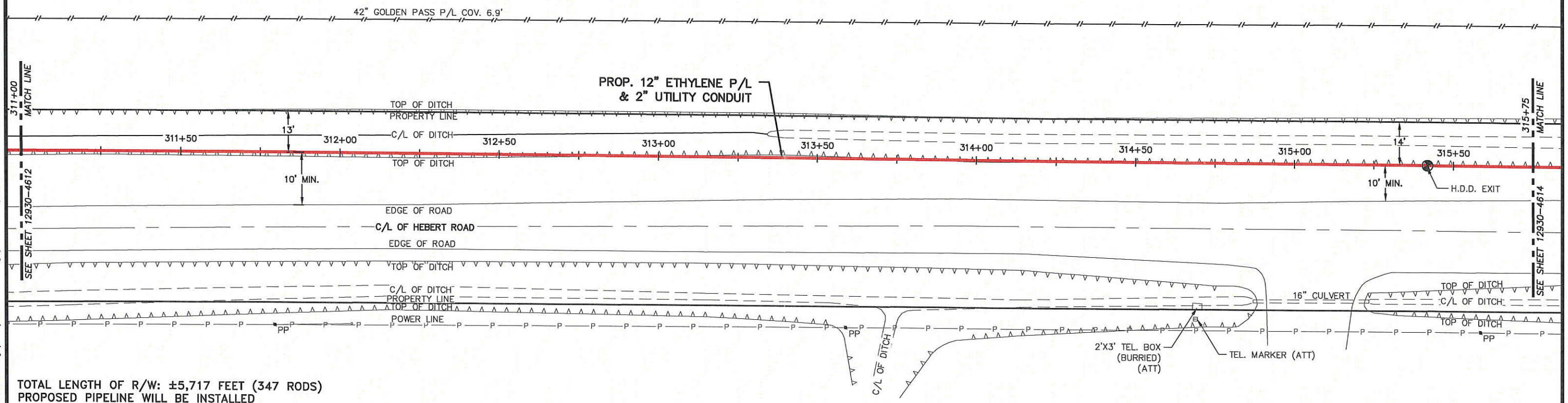
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DRAWING NO.: 12930-4615	

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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

ROY L. BREAUX Jr. & wife JUDITH DOUCET BREAUX
VOL. 2001, PG. 105 J.C.D.R.
CALLED 174.00 ACRES

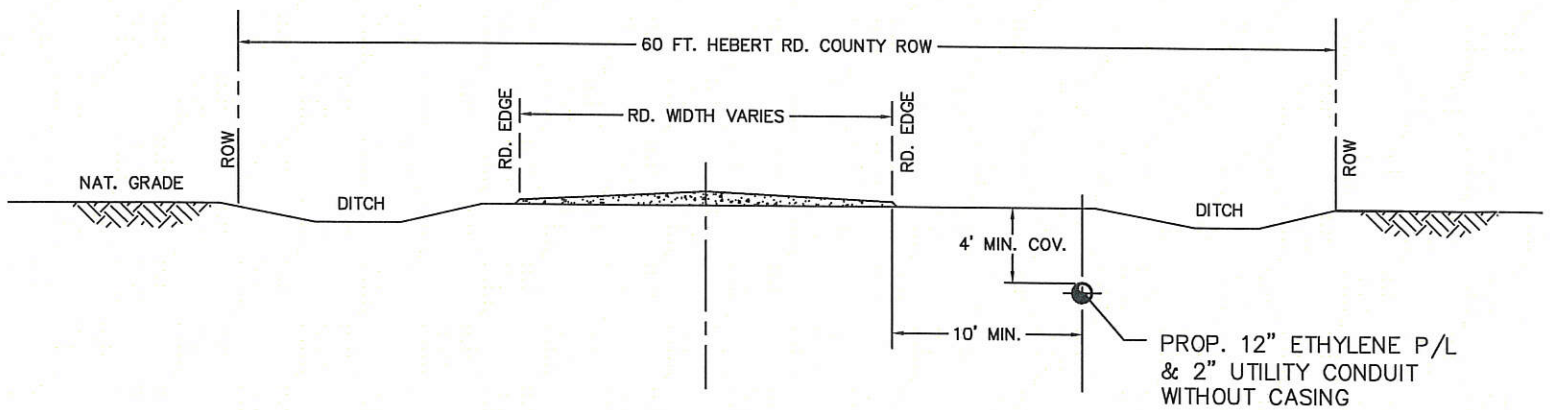


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PLAN
SCALE: 1"=30'

FEDERAL BUREAU OF PRISONS
PROPERTY

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TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	NM

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
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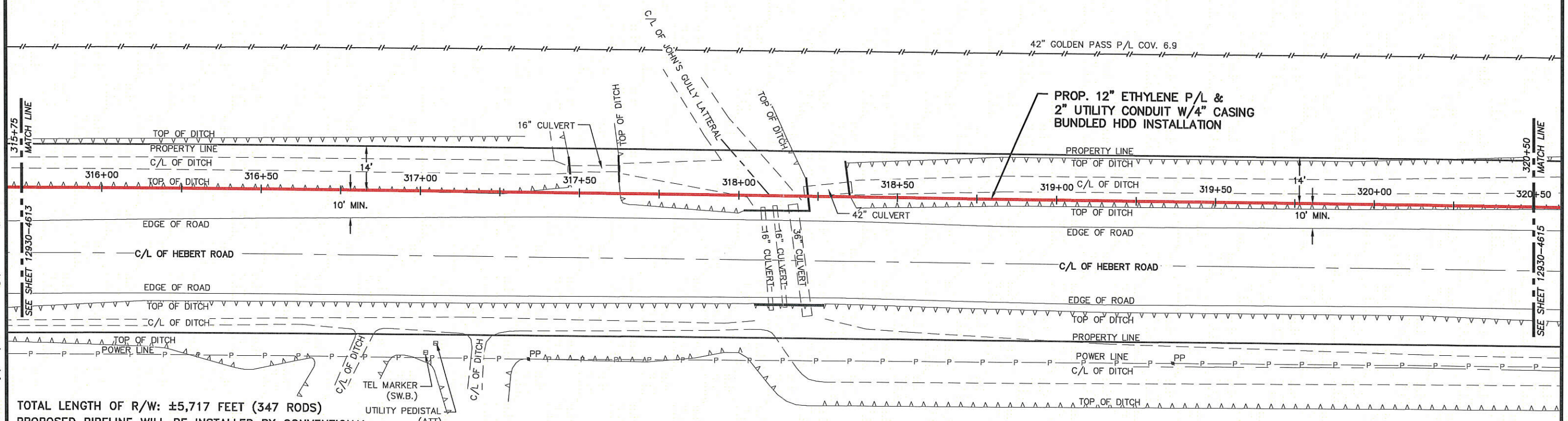
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DRAWING NO.:	12930-4616		

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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

ROY L. BREAUX Jr. & wife JUDITH DOUCET BREAUX
VOL. 2001, PG. 105 J.C.D.R.
CALLED 174.00 ACRES

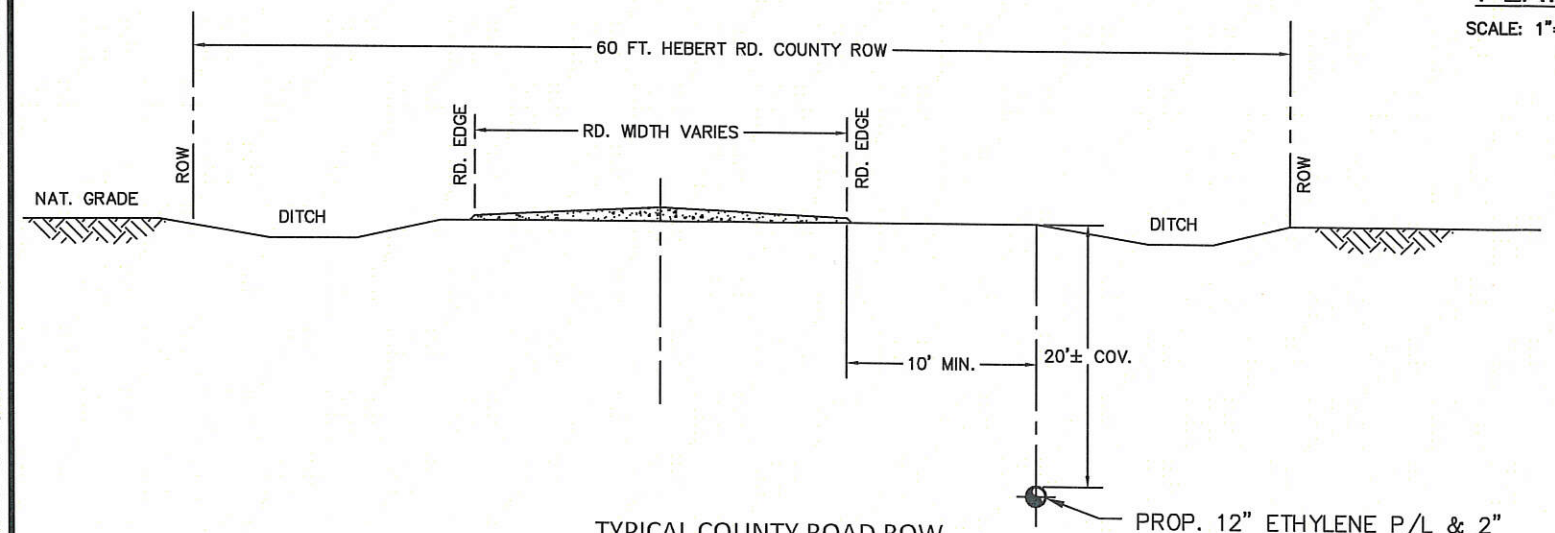


TOTAL LENGTH OF R/W: ±5,717 FEET (347 RODS)
PROPOSED PIPELINE WILL BE INSTALLED BY CONVENTIONAL (OPEN CUT), HORIZONTAL DIRECTIONAL DRILL & BORE METHODS.

PLAN
SCALE: 1"=30'

FEDERAL BUREAU OF PRISONS PROPERTY

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TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	HG

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12-INCH ETHYLENE PIPELINE &
2-INCH UTILITY CONDUIT WITH 4-INCH CASING
HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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DRAWN BY: NM	SHEET: 17 OF 20
CHECKED BY: --	SCALE: 1"=30'
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DRAWING NO.: 12930-4617	

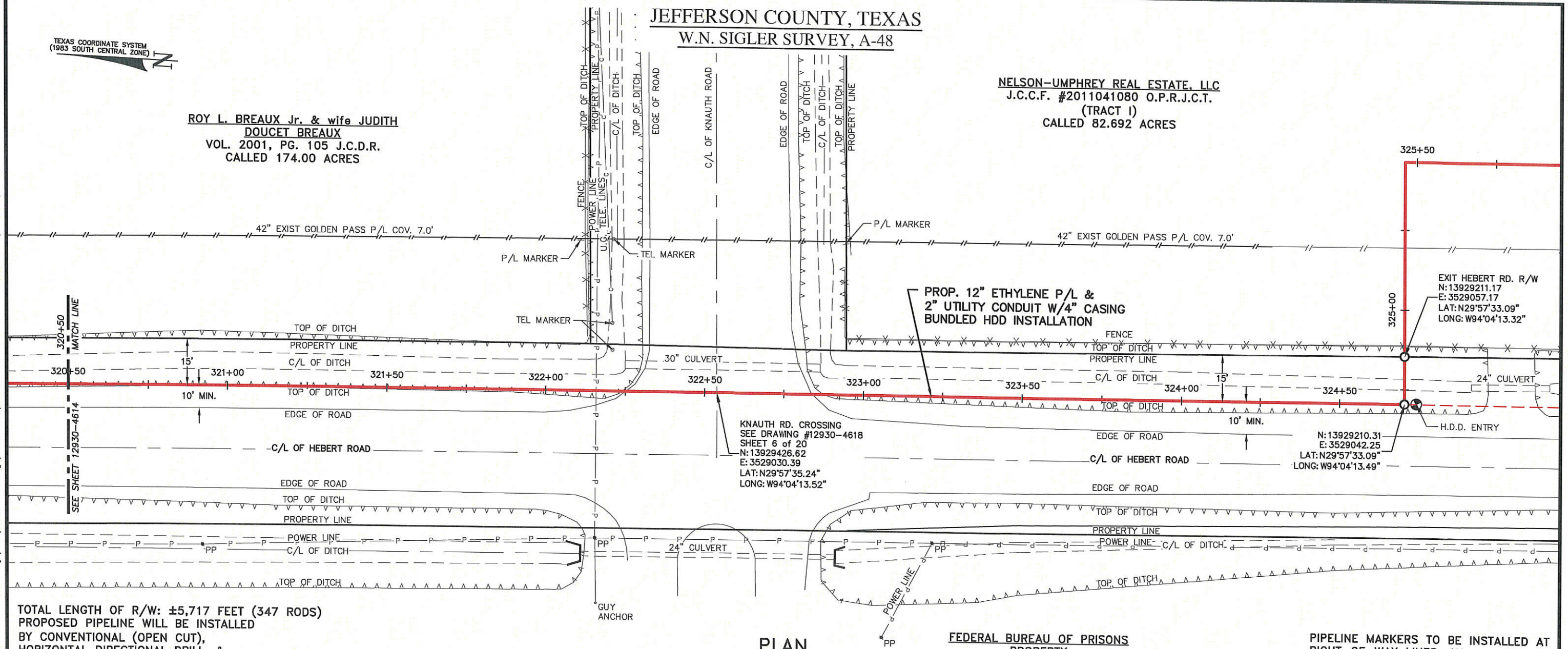
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JEFFERSON COUNTY, TEXAS
W.N. SIGLER SURVEY, A-48

TEXAS COORDINATE SYSTEM (1983 SOUTH CENTRAL ZONE)

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VOL. 2001, PG. 105 J.C.D.R.
CALLED 174.00 ACRES

NELSON–UMPHREY REAL ESTATE, LLC
J.C.C.F. #2011041080 O.P.R.J.C.T.
(TRACT I)
CALLED 82.692 ACRES

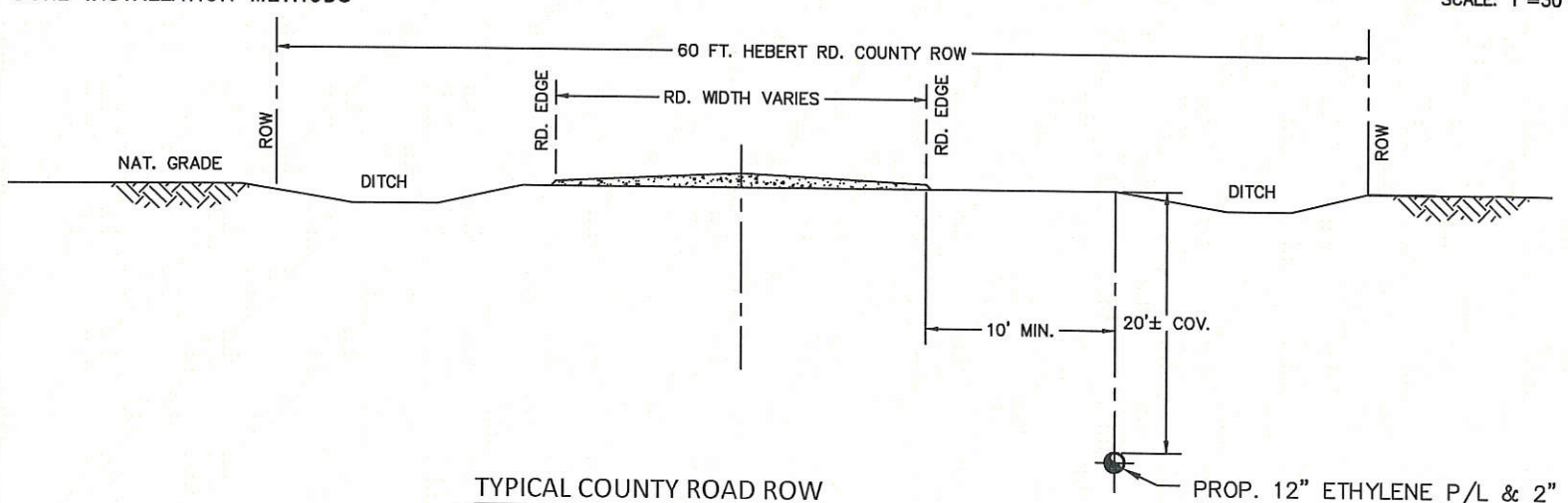


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PLAN
SCALE: 1"=30'

FEDERAL BUREAU OF PRISONS PROPERTY

PIPELINE MARKERS TO BE INSTALLED AT RIGHT–OF–WAY LINES, ANGLE POINTS AND EVERY 400 FEET WHILE PARALLEL TO THE ROAD RIGHT–OF–WAY.



TYPICAL COUNTY ROAD ROW
PIPELINE INSTALLATION SECTION
SCALE: N.T.S.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	NM

COASTAL CAVERNS, INC.

AERIAL ROUTE MAP
PROPOSED 12–INCH ETHYLENE PIPELINE &
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HEBERT ROAD ENCROACHMENT
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

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CHECKED BY: JG	SCALE: 1"=30'
APPROVED BY:	DATE: 03/09/18
DRAWING NO.: 12930–4618	

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PROPOSED 12–INCH ETHYLENE PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER:
COASTAL CAVERNS, INC.
6045 HIGHLAND AVE,
BEAUMONT TX, 77705

1.2 PIPELINE NAME: 12–INCH ETHYLENE PIPELINE

1.3 PRODUCT: ETHYLENE

1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED APRIL 2018.

2.0 PIPELINE DESIGN DATA

2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 – TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16, CHAPTER 8, AND ASME B31.4–PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS.

2.2 OPERATING PRESSURE: 2220 PSIG (MAXIMUM OPERATING PRESSURE)

2.3 HYDROSTATIC TEST PRESSURE: 2775 PSIG (MINIMUM)

2.4 DESIGN FACTOR: 0.72

3.0 CARRIER LINE PIPE

3.1 OUTSIDE DIAMETER: 12.750"

3.2 WALL THICKNESS: 0.375"

3.3 PIPE SPECIFICATION: API 5L

3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 60,000 PSI

3.5 MATERIAL: CARBON STEEL

3.6 PROCESS OF MANUFACTURE: ERW

3.7 EXTERIOR COATING: 14–16 MILS FBE + 22 MILS ARO COATING

4.0 CATHODIC PROTECTION

4.1 IMPRESSED CURRENT

5.0 CONSTRUCTION METHOD

5.1 PIPELINE WILL BE INSTALLED BY CONVENTIONAL (OPEN–CUT), HORIZONTAL DIRECTIONAL DRILL, & BORE INSTALLATION METHODS.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

PIPELINE DATA SHEET
PROPOSED 12–INCH ETHYLENE PIPELINE
JEFFERSON COUNTY ROAD CROSSINGS
CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS

mph Morris P. Hebert, Inc. surveying & engineering
Office Locations:
-HOUMA FACILITY-
283 Corporate Drive
Houma, Louisiana 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 South West Freeway, Suite 620
Houston, Texas, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: DM	SHEET: 19 OF 20
CHECKED BY: JAG	SCALE: AS INDICATED
APPROVED BY:	DATE: 12/07/17
DRAWING NO.: 12930–4619	

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601–6700 Jefferson County\DWG\12930–4619.dwg plotted on Apr 02, 2018 – 11:42am ACAD ver 20.1s (LMS Tech)

PROPOSED 2–INCH CONDUIT & 4–INCH CASING DESIGN DATA

1.0 GENERAL INFORMATION

1.1 APPLICANT/OWNER:
COASTAL CAVERNS, INC.
6045 HIGHLAND AVE,
BEAUMONT TX, 77705

1.2 PIPELINE NAME: 2–INCH CONDUIT

1.3 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED APRIL 2018.

2.0 CONDUIT DESIGN DATA

2.1 NOMINAL SIZE.....2.380"

2.2 WALL THICKNESS:.....0.339"

2.3 SPECIFICATION:.....DR7, PE 4710 IPS

2.4 MATERIAL: HDPE

3.0 CASING DESIGN DATA

3.1 NOMINAL PIPE SIZE.....4.500"

3.2 WALL THICKNESS:.....0.237"

3.3 PIPE SPECIFICATION:.....API 5L

3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 35,000 PSI

3.5 MATERIAL: CARBON STEEL

3.6 PROCESS OF MANUFACTURE: ERW

3.7 EXTERIOR COATING: 14–16 MILS FUSION BOND EPOXY (FBE)

4.0 CATHODIC PROTECTION

4.1 N/A

5.0 CONSTRUCTION METHOD

5.1 UTILITY CONDUIT & CASING WILL BE INSTALLED BY CONVENTIONAL (OPEN–CUT), HORIZONTAL DIRECTIONAL DRILL, & BORE INSTALLATION METHODS.

NO.	DATE	REVISION	BY
0	04/02/18	ISSUED FOR PERMIT ACQUISITION	JZ

COASTAL CAVERNS, INC.

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PROPOSED 2–INCH CONDUIT & 4–INCH CASING
JEFFERSON COUNTY ROAD CROSSINGS
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JEFFERSON COUNTY, TEXAS

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DRAWN BY:	DM	SHEET:	20 OF 20
CHECKED BY:	JAG	SCALE:	AS INDICATED
APPROVED BY:		DATE:	12/07/17
DRAWING NO.:	12930–4620		

H:\Projects\12930 CCI Ethylene South Header System\4000 PERMITS\4601–6700 Jefferson County\DWG\12930–4620.dwg plotted on Apr 02, 2018 – 11:43am ACAD ver 20.1s (LMS Tech)

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, May 01, 2018 11:39 AM
To: 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Kenneth Minkins' (kminkins@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); ggross@co.jefferson.tx.us
Subject: Amended Final Plat Of Gary Place
Attachments: Amended Final Plat of Gary Place 4_30_18 Pct 4.pdf

Commissioner Alfred,

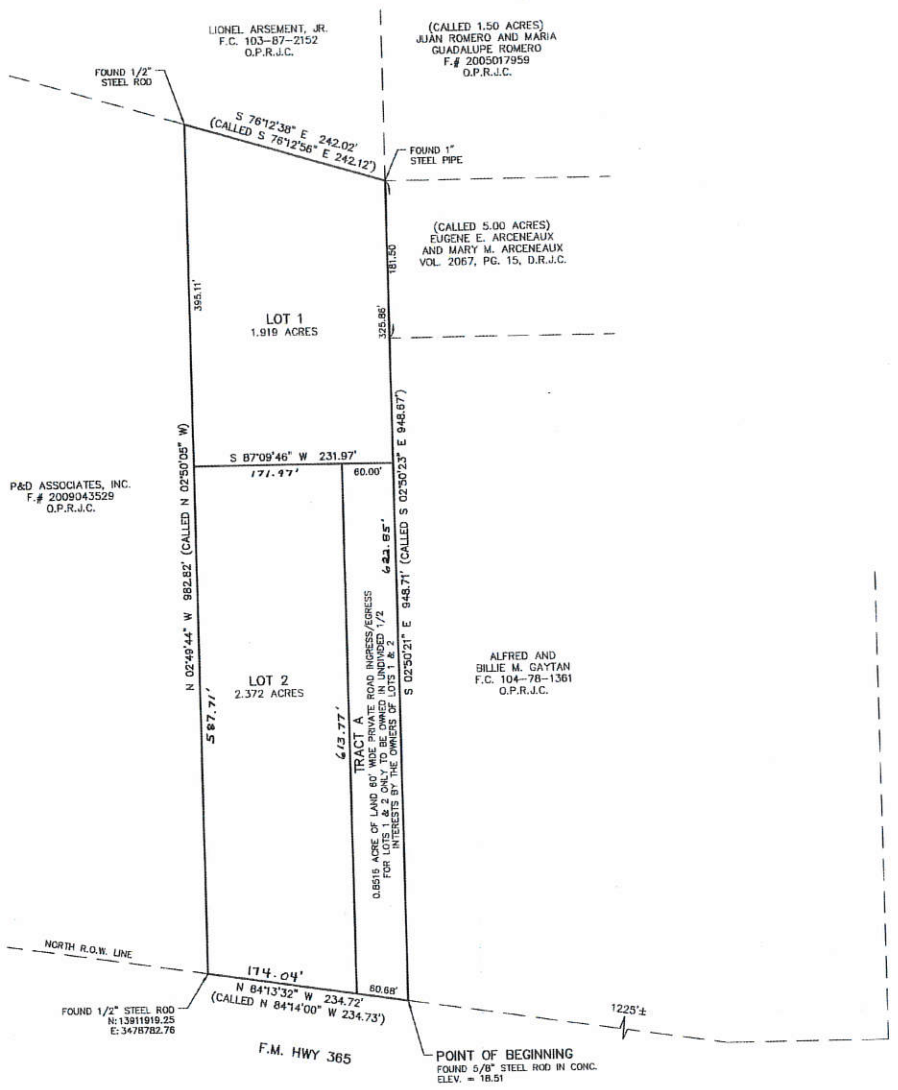
Attached is a PDF of Amended Final Plat of Gary Place, Lot 1 & 2 and Tract A, (5.143 acres of land, out of the Manuel Chirino League, A-10, Jefferson County Texas) located off of F.M. Highway 365 in Precinct #4. This plat is not within any ETJ and has met all of our platting requirements.
I will be placing this plat on the Agenda for Monday, May 14th, 2018.

If you have any questions please contact either Don or myself.

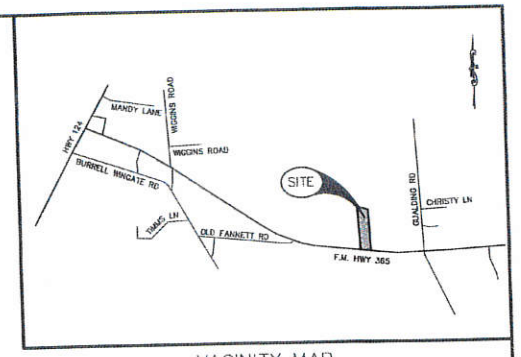
Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

AMENDED FINAL PLAT OF
GARY PLACE
5.143 (CALLED 5.144) ACRES OF LAND
PART OF THE MANUEL CHIRINO LEAGUE ABSTRACT NO. 10 JEFFERSON COUNTY, TEXAS







VACINITY MAP
NOT TO SCALE

5.143 (Called 5.144) ACRES OF LAND
OUT OF THE MANUEL CHIRINO LEAGUE, ABSTRACT NO. 10.
JEFFERSON COUNTY, TEXAS

BEING 5.143 (Called 5.144) acres of land out of and a part of the Manuel Chirino League, Abstract No. 10, Jefferson County, Texas; being all of a (Called 4.996) acre tract of land described in a deed to Roland P. Gary and Debra D. Gary, recorded in File No. 2014031587, Official Public Records, Jefferson County, Texas; all of a (Called 0.1483) acre tract of land described in a deed to Roland P. Gary and Debra D. Gary, recorded in File No. 2014034593, Official Public Records, Jefferson County, Texas; and all of Gary Place Plat, recorded in File No. 2014039701, Official Public Records, Jefferson County, Texas; said 5.143 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America

BEGINNING at a 5/8" steel rod in concrete for the Southeast corner of the (Called 4.996) acre tract on the North right of way line of a dedicated road named FM Highway 365; said 5/8" steel rod being the Southwest corner of a tract of land conveyed to Alfred and Billie M. Gaytan, recorded in Film Code 104-78-1361, Official Public Records, Jefferson County, Texas;

THENCE, North 84 deg., 13 min., 32 sec., West (Called North 84 deg., 14 min., 00 sec., West), on the North right of way line of said FM Highway 365, same being the South line of the (Called 4.996) acre tract, a distance of 234.72' (Called 234.73') to a ½" steel rod found for the Southeast corner of a tract of land conveyed to P & D Associates, Inc., recorded in File No. 2009043529, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Southwest corner of the herein described tract; having a Texas Coordinate of N: 13911919.25, E: 3478782.76;

THENCE, North 02 deg., 49 min., 44 sec., West (Called North 02 deg., 50 min., 05 sec., West), on the East line of said P & D Associates, Inc. tract, a distance of 982.82' to a ½" steel rod found for the Northeast corner of said P & D Associates, Inc. tract on the South line of a tract of land conveyed to Lionel Arsement, Jr., recorded in Film Code 103-87-2152, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract;

THENCE, South 76 deg., 12 min., 38 sec., East (Called South 76 deg., 12 min., 56 sec., East), on the South line of said Arsement, Jr. tract, a distance of 242.02' (Called 242.12') to a 1" steel pipe found for the Northwest corner of a (Called 5.00) acre tract of land described in a deed to Eugene E. Arceneaux and Mary M. Arceneaux, recorded in Volume 2067, Page 15, Deed Records, Jefferson County, Texas; said 1" steel pipe being the Southwest corner of a (Called 1.50) acre tract of land described in a deed to Juan Romero and Maria Guadalupe Romero, recorded in File No. 2005017959, Official Public Records, Jefferson County, Texas; also being the Northeast corner of the herein described tract;

THENCE, South 02 deg., 50 min., 21 sec., East (Called South 02 deg., 50 min., 23 sec., East), on the West line of the (Called 5.00) acre tract, a distance of (Called 181.50') passing the Southwest corner of the (Called 5.00) acre tract, same being the Northwest corner of said Gaytan tract; continuing for a total distance of 948.71' (Called 948.67') to the POINT OF BEGINNING and containing 5.143 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on April 6, 2018.

Roland P. Gary and Debra D. Gary
LS-18-0385

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE ROLAND P. GARY AND DEBRA D. GARY, OWNERS OF 5.144 ACRES OF LAND OUT OF THE MANUEL CHIRINO LEAGUE, ABSTRACT NO. 10, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED OCTOBER 1, 2014 AND OCTOBER 27, 2014, AND RECORDED IN FILM NO. 2014001587 AND 2014034563, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE 5.144 ACRES OF LAND OUT OF THE MANUEL CHIRINO LEAGUE, ABSTRACT NO. 10, TO BE KNOWN AS GARY PLACE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 27th DAY OF April, 2018.

Roland P. Gary
OWNER ROLAND P. GARY

Debra D. Gary
OWNER DEBRA D. GARY

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROLAND P. GARY AND DEBRA D. GARY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27th DAY OF April, A.D., 20 18.

STACEY GAITZA
Notary ID #131135064
My Commission Expires
May 18, 2021

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2021 (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY OF ____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK __M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK __M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK ____, PAGE ____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering:

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certification of Surveyor:

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

STATE OF TEXAS
REGISTERED
ANTHONY M. LEGER
5481
PROFESSIONAL
LAND SURVEYOR

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.

FEMA flood plain note:
PLATTED PARCELS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE C AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0280-C, DATED 11/20/91. FEMA FLOOD ZONE C DENOTES AREAS OF MINIMAL FLOODING.

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE SEWER FACILITY
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Pipeline Easement Note:
NO PIPELINE MARKERS WERE OBSERVED ON THE TRACT OF LAND.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

SURVEYORS NOTES

1. SURVEYOR RECOMMENDS CALLING 811 TO PERFORM A LOCATE PRIOR TO ANY DESIGNING OR IMPLEMENTING IMPROVEMENTS, OR ANY PROCESS INVOLVING DIGGING.
2. THIS PLAT DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE.
4. COORDINATES, BEARINGS, DISTANCES AND ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83 (2011 EPOCH 12A) HAVING A CONVERGENCE ANGLE OF 2°20'10", A SCALE FACTOR OF 0.999919051, AND ARE REFERENCED TO NGS MON AJ3221 PUBLISHED ELEV. 11.90
5. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 6/1/83, PANEL NO. 480385-0265-B
6. ALL MONUMENTS ARE 1/2" STEEL RODS CAPPED "SOUTEX" UNLESS OTHERWISE SHOWN.
7. REASON FOR AMENDED PLAT IS TO RESIZE LOTS 1, 2 AND TRACT A.

JOB NO. 18-0385-P	DRAWN BY: DNS	SHEET 1 OF 1

SOUTEX
SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

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Regular, May 14, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 14, 2018